



REQUEST FOR PROPOSAL (RFP)

FOR

PROCUREMENT OF 132 TABLETS UNDER GFATM-GC7

RFP Reference No : TCIF/GFATM/GC7/2025/Tablets

Client : TCI FOUNDATION

Location & Country : Gurgaon/Delhi, India

1. Request for the proposal

The Request for proposal is for “Procurement of 132 Tablets under GFATM-GC7. The Bidders are advised to study this RFP document carefully and submission of bids shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.

1.1. Issuer

TCI Foundation

1.2. Address for Proposal Submission & Correspondence

Mrs. Namita Mehra
TCI Foundation
TCI House, 69 Institutional Area
Sector-32, Gurugram-122001 (Haryana)
Email: hrd@tcifindia.org

1.3. Key Events, Dates and Important Information

Sl. No	Event/Information	Details
1	RFP Reference No.	TCIF/GFATM/GC7/2025/Tablets
2	Tender Publication Detail	The tender document can be seen and downloaded from the website: https://www.devnetjobsindia.org https://www.tcifindia.org
3	Date of Publishing of Proposals	10 December 2025
4	Last Date and Time for Submission of proposals	25 December 2025, 2.00 pm
5	Date and Time of Opening of Technical Proposals	27 December 2025, 2.00 pm
6	Date & Time for opening of Financial Proposals	To be notified later only to technically qualified bidders
7	Proposal Validity Period	120 days from the date of submission
8	Performance Bid Security (PBG) Amount	5% of the contract value
9	Warranty period	2 Years
10	Contact email	hrd@tcifindia.org
11	Delivery Location	TCI Foundation TCI House, 69 Institutional Area Sector-32, Gurugram-122001

1.4. Distribution of RFP Document

The bidding document can be downloaded from <https://www.devnetjobsindia.org> and <https://www.tcifindia.org> portal free of cost.

1.5. Amendment of RFP Document

At any time before the deadline for submission of proposals, TCI Foundation may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding document by amendment. All the amendments made in the document would be published on the website <https://www.devnetjobsindia.org> and <https://www.tcifindia.org>. The Bidders are also advised to visit the website on regular basis for checking necessary updates. TCI Foundation also reserves the right to amend the dates mentioned in clause 2.3 of this proposal document.

1.6. Deadline for submission of Bids

The Proposal response shall be submitted in hard copy, not later than the date and time specified in Section 2.3 of this document.

2. Eligibility Criteria

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

2.1. Pre-Qualification Criteria

Sl. No.	PQ Criteria	Documents required
1	The Bidder should be a Company registered under the Companies Act, 1956/ Proprietary Firm / Partnership Firm	(Certificate of incorporation/certificate for commencement of business/other relevant documentary proof should be submitted)
2	Attested copy of Company's PAN, GST and ITR details	Documentary proofs should be submitted
3	Audited Average Annual Turnover of the bidder during last three financial years 2022-23, 2023-24 and 2024-25 should be Rs 50 lakh for the last 3 years	Audited Average Annual Turnover Certificate along with Copies of the audited balance sheet of the company showing the same should be submitted
4	The bidder must have successfully completed projects of Govt/PSU/NGO/Corporate for supply & installation of laptops/desktops/tablets during last five (5) financial years	Summary of experiences along with work orders or work completion certificate should be submitted
5	<p>The Product offered should meet all the technical and functional specifications given in the Section 4 - Technical Specifications.</p> <p>(Deviations and non-fulfilment to any of the technical and functional specification as per the requirement in the RFP document will attract rejection of the bid document. Bidder should declare their compliance against each specification and submit the product catalogue as well)</p>	<ol style="list-style-type: none"> 1. Declaration of the compliance to the specifications with proper page numbers 2. Supporting document should be provided such as product catalogue without which the bid will be rejected
6	The bidder should not be blacklisted by any Government/PSUs/NGO/private sector	Self-declaration of the same
7	The Bidder must include proof of OEM certification relevant to the products or services being offered. This certification should demonstrate compliance with industry standards and best practices, ensuring quality, compatibility, and support.	OEM certification documentary proof should be submitted.

2.2. Technical Part

The bidder can bid for a single lot or multiple lots. The Technical Evaluation will be conducted on Lot wise basis. Only bidders meeting the above minimum eligibility criteria shall be considered for technical evaluation. The selection of the firm shall be based on the following technical criteria

Sl. No.	Evaluation Parameter	Marks	Details
1	Past experience of the entity in supply, installation of the laptop/desktop/tablets in the last 5 years (Supply order should be enclosed)	30	More than 50 Lakh = 30 marks More than 30 Lakhs and less than 50 Lakh = 25 marks More than 25 Lakhs and Less than 50 Lakhs = 15 marks
2	Financial strength of the bidder	30	Average turnover of the last 3 FY: More than 50 Lakh = 30 marks More than 30 Lakhs and less than 50 Lakh = 25 marks More than 25 Lakhs and Less than 50 Lakhs = 15 marks
3	Technical compliance of the specification of the equipment as per the requirements in Technical Specification.	40	Marks will be allocated as per the compliance and specifications of the proposed equipment up to a maximum of 40 marks

**Minimum qualifying marks is 70 for opening of Financial Proposal*

2.3. Financial Part

The Financial Evaluation will be conducted only for the bidders who are technically qualified as per the minimum passing score of 70 marks. The bidders need to provide the financial proposal as per the items/equipment specified in **Section 4: Technical Specification**. No extra cost/payment will be borne by TCI Foundation other than the amount that is quoted by the bidder in their financial quotation.

The Financial Evaluation will be done on the base price only without the taxes.

3. Technical Specifications.

Specifications for "Procurement of Tablets"				
S.No	Item Name	Qty	Item Description	Specifications
1	Tablets	132	Memory Storage	128 GB External Storage Support 2TB
			Display Size	=>27 cm
			Color Depth	16M
			Min Resolution	2112 x 1320 (WUXGA+) TFT
			Video Recording Min Resolution	FHD (1920 x 1080) @30fps
			Processor	=>2.4GHOcta-Core
			Operating System	=>Android 16
			RAM Memory	=>6 GB
			PC Sync.	Smart Switch (PC Version)
			Network	Single-SIM 5G enabled
			Battery Life	=>8000 mAh =>16 hours
			Connectivity	=>USB 2.0, USB Type-C,
			Wi-Fi	=>802.11a/b/g/n/ac/ax 2.4GHz+5GHz, HE80, MIMO, 1024-QAM.
			Bluetooth version	=>Bluetooth v5.3 A2DP, AVRCP, DI, HFP, HID, HOGP, HSP, MAP, OPP, PAN, PBAP
			GPS	=>GPS, Glonass, Beidou, Galileo, QZSS
			Sensors	Accelerometer, Gyro Sensor, Geomagnetic Sensor, Hall Sensor, Light Sensor
			Flashlight	Optional
			Front Camera	=>5.0 MP
			Rear Camera	=>8.0 MP Auto Focus
			Video Playing Min. Resolutions	UHD 4K (3840 x 2160)@30fps
			Video Playing Min Formats	MP4, M4V, 3GP, 3G2, AVI, FLV, MKV, WEBM

			Audio Playing Min. Formats	MP3, M4A, 3GA, AAC, OGG, OGA, WAV, AMR, AWB, FLAC, MID, MIDI, XMF, MXMF, IMY, RTTTL, RTX, OTA
			Stylus Pen	Yes
			Accessories	Charger
				Network Cable
				Anti-Virus
			Warranty	2 years
			AMC/CMC	Should be provided by OEM on payment by buyer from authorized service centres.

4. Instruction to the Bidders

4.1. Procedure for Submission of Proposals

Technical Proposal (Envelope 1):

The documents comprising of the pre-qualification documents and technical documents need to be enclosed in a separate envelope which is properly sealed and inscribed as **“Technical Proposal for Procurement of Tablets”**

Financial Proposal (Envelope 2):

The documents comprising of the financial proposal need to be enclosed in a separate envelope which is properly sealed and inscribed as **“Financial Proposal for Procurement of Tablets” Do not open before date and time of opening of financial proposal**

Main Envelope:

The technical envelope (envelope 1) and financial envelope (envelope 2) should be put into a single envelope which is properly sealed and marked as **“Proposal for Procurement of Tablets”** – Do not open before date and time of opening of technical proposal

The proposal should be submitted to:

Mrs. Namita Mehra
TCI Foundation
TCI House, 69 Institutional Area
Sector-32, Gurugram-122001 (Haryana)
Email: hrd@tcifindia.org

4.2. Authentication of Proposal

The response proposal shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A letter of authorization be attached with the proposal. All pages of the proposal shall be signed and stamped by the person or persons signing the proposal.

4.3. Validation of interlineations in Proposal

The proposal shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.

4.4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its proposal including cost of presentation for the purposes of clarification of the proposal, if so desired by the TCI Foundation. TCI Foundation will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

4.5. Language of Proposals

The Proposals prepared by the bidder and all correspondence and documents relating to the proposals exchanged by the bidder and TCI Foundation, shall be written in “English” language.

Any printed literature furnished by the bidder may be written in another language so long the same is accompanied by a duly attested English translation in which case, for purposes of interpretation of the proposal, the English translation shall govern.

4.6. Documents Comprising the Proposals

The proposal prepared by the Bidder shall comprise the following components. The Proposals not conforming to the requirements shall be summarily rejected

Technical Proposal

The Technical Proposal, besides the other requirements of the Tender, shall comprise the following:

- Annexure I: Declaration Regarding Clean Track Record
- Annexure II: Format for Response to Tender: Technical Proposal
- Annexure III: Project Experience Details
- Annexure V: Bidding Document Acknowledgement Form
- All necessary data sheets and any other documents including product catalogue/brochure
- All supporting documents such as purchase order/supply order, OEM certificate, Registration, experience certificate, among others. The bids will be rejected if bidders do not submit the supporting documents
- Proper page numbering should be done on the documents

Financial Proposal

The Financial Proposal, besides the other requirements of the Tender, shall comprise the following:

- Filled Bill of Quantity with price quotation: Annexure IV: Format for Response to Tender: Financial Proposal

4.7. Firm Prices

Prices quoted in the proposal must be firm and final and shall not be subject to any upward modifications on any account whatsoever. However, the TCI Foundation reserves the right to negotiate the prices quoted in the proposal to effect downward modification and also may increase or decrease the quantity of the equipment up to 10%.

4.8. Proposal Currency

Prices shall be quoted in Indian Rupees (INR)

4.9. Performance Security

The successful bidder should submit 5% of the contract value as a performance security in the form of a Bank Guarantee valid for a period of 3 months from the date of issuing of the Purchase Order. The Bank Guarantee should be submitted within 7 days from the date of the Purchase Order.

4.10. Proposal Validity Period

Period of validity of proposals shall remain valid for 120 days after the date of opening of proposals prescribed by the TCI Foundation. A proposal valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Proposal by the bidder shall remain valid for the project period. Extension of period of validity in exceptional circumstances, TCI Foundation may request the bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing.

4.11. Opening of Proposals

As specified in Section 2.3 of the RFP document

4.12. Evaluation of Technical and Financial Bids

- A two - envelope procedure will be adopted for evaluation of bids, with the technical evaluation at first stage and financial evaluation at second stage only for the technically qualified bidders. The financial bid of non-technically qualified bidders will be returned unopened
- Technical bids will be evaluated as per technical bid evaluation criteria and a technical score will be given to the bidders who comply with the pre-qualification criteria
- The Financial bid of only the technically qualified Bidders will be opened and evaluated as per specified criteria
- Conditional Proposals are liable to be rejected

The evaluation process of the Tender, proposed to be adopted by TCI Foundation is indicated under the clauses 5.14 - 5.17. The purpose of these clauses is only to provide the bidders an idea of the evaluation process that TCI Foundation may adopt. However, TCI Foundation reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever and without any requirement of intimating the Bidders of any such change.

4.13. Evaluation of Proposals

The Bidder shall be selected through a competitive bidding process. A two-envelope selection process will be adopted in evaluating the bids. In the first stage, a technical evaluation will be carried out. In the second stage, a financial evaluation will be carried out. The L1 (lowest financial quote) agency shall be selected while the L2 agency will be kept in reserve.

4.14. Evaluation of Technical Proposal

Technical Proposal will be evaluated on the basis of parameters mentioned above. Only those bidders whose technical bids score 70 marks or more out of 100 marks shall qualify for further consideration of financial evaluation

4.15. Evaluation of Financial Proposals

On opening the financial proposals, the Evaluation Committee shall read out the financial proposals to all the technically qualified bidders and note the same. All the financial proposals shall then be ranked according to the financial proposal in increasing order with the bidder quoting the least amount ranked L1, bidder quoting next higher figure as L2 and so on. In case there is any tie in financial proposals of one or more bidders, the bidder having the higher technical score will be given better ranking. In case the technical scores are also equal, all the technically qualified bidders shall be asked to resubmit the financial proposal. However, in this case, the revised financial proposals should be less than the lowest financial proposal quoted earlier by the technically qualified bidders. L1 will be declared as successful bidder and his offer will be processed further.

4.16. Rectification of Errors

Arithmetical errors in the financial bids will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: In any other case of discrepancy, TCI Foundation reserves the right to pick the value which it considers as beneficial to the TCI Foundation.

4.17. Contacting the TCI Foundation

Contact by Writing: No Bidder shall contact TCI Foundation on any matter relating to its bids, from the time of bid opening to the time the Purchase Order is awarded. If the Bidder wishes to bring additional information to the notice of TCI Foundation, it should be done in writing.

Rejection of Proposal: Any effort by a Bidder to influence the TCI Foundation in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

4.18. Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

Pre- Qualification Rejection Criteria:

- Bids which do not conform to unconditional validity of the bids as prescribed in the Tender.
- Pre-Qualification bids containing financial details
- If the information provided by the bidder is found to be incorrect/misleading at any stage/time during the tendering process.
- Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions.
- Bids received by TCI Foundation after the last date prescribed for receipt of bids

- Bids without signature of person(s) duly authorized on required pages of the tender document
- Failure to furnish documentary proofs for information provided as per the requirements in the tender document

Technical Rejection Criteria:

- Technical bids containing financial details.
- Revelation of prices in any form or by any reason before opening the financial proposal
- Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the tender document in every respect
- Failure to furnish proofs for information provided
- Bidders not complying with the technical specifications and general terms and conditions as stated in the RFP document other than the deviations
- If the bid does not confirm to the timelines indicated in the proposal

Financial Rejection Criteria:

- Incomplete price bid
- Price bid that does not conform to the tender's price proposal format
- Total price quoted by the bidder does not include all statutory taxes and levies applicable.

4.19. Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes. TCI Foundation will not take any responsibility towards this matter.

4.20. Income Tax Liability

The Bidder will have to bear all Income Tax liability both corporate and personal tax.

4.21. GST Liability

The Bidder will have to bear all GST.

5. General Conditions of Contract

5.1. Ownership of Equipment

The TCI Foundation shall own all the equipment, Licenses and any solution supplied by the Bidder arising out of or in connection with this Contract.

5.2. Payment

The fee amount will be equal to the amount specified in format for Tender Response – Financial Proposal Submission Form.

5.3. Delivery Schedule

The delivery should be completed **within 30 days from** the issue of purchase order.

5.4. Payment Terms

Payments shall be released subject to acceptance of deliverable by the client as per the following terms:

Sl.no	Milestone	% of Payment to be released
1	On Acceptance of Delivery	<ul style="list-style-type: none">80% of the Contract Price shall be paid after delivery of all the Goods at the delivery location specified in the Section 2.3 (14) and upon submission of the delivery challan and other required documents.
2	On Final Acceptance	<ul style="list-style-type: none">20% of the Contract Price shall be paid on final acceptance & inspection of the Goods by the authorized representative from TCI Foundation/ NCVBDC.

- a. Payment will be made to successful bidder as per above mentioned schedule
- b. Penalty as per the RFP terms and conditions will be calculated and adjusted from the bill.
- c. All payments to successful bidder will be made subject to deduction of TDS (Tax deduction at Source) as per the income Tax Act, 1961, applicable penalty and other taxes, if any, as per Government of India rules.
- d. If there is any deficiency in the performance of contractual obligations on the part of the Bidder, the Bidder shall be liable for imposition of appropriate penalties as specified in the RFP and TCI Foundation shall be entitled to deduct such penalties at source while making payment to the Bidder for the services provided as mentioned & forfeit the guarantee submitted (if required)

5.5. Penalty

- a) Failure to execute the entire contract within 30 days from the date of issue of supply order will attract a penalty of 1% per 5 days (0.5% per week), on the full value of the contract up to a maximum of 10%. Delays beyond that period will be viewed as violation of the contract terms and will be dealt accordingly.

5.6. Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. TCI Foundation will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

6. ANNEXURES:

Annexure I: Declaration Regarding Clean Track Record

To

The Director General
TCI Foundation
69 Institutional Area, Sector-32
Gurugram-122001

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document No. TCIF/GFATM/GC7/2025/Tablets regarding Engagement of an Agency for Procurement of Tablets. I hereby declare that my company has not been debarred/blacklisted by any Government/Semi-Government/Corporate/organizations in India.

I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal Date:

Business Address:

Annexure II: Format for Response to Tender: Technical Proposal

To

To

The Director General
TCI Foundation
69 Institutional Area, Sector-32
Gurugram-122001

Subject: Engagement of an Agency for Procurement of Tablets

Reference: RFP No: TCIF/GFATM/GC7/2025/Tablets Dated 8 December 2025

Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the Tender document number TCIF/GFATM/GC7/2025/Tablets Dated 8 December 2025 along with the following:

1. We declare that all the services shall be performed strictly in accordance with the Tender documents
2. We hereby declare that in case the contract is awarded to us, we shall submit the Contract Performance Guarantee Bond in the form prescribed in the RFP.
3. We agree to abide by this Proposal for a period of 120 days after the date fixed for proposal opening or for any further period for which proposal validity has been extended and it shall remain binding upon us and proposal may be accepted at any time before the expiration of that period.
4. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.
5. We understand that our Proposal is binding on us and that you are not bound to accept a Proposal you receive.

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal Date:

Business Address:

Annexure III: Project Experience Details

Sl. No.	Item	Details
General Information		
1	Government/PSU/Corporate/NGO Name	
2	Contact details	
Brief description of scope of project		
Size of the project		
3	Contract Value of the project (in lakhs)	
4	Please provide copies of Work Order or Certificate of Completion.	

Annexure IV: Format for Response to Tender: Financial Proposal

SN	Description of Goods	Quantity	Unit rate	GST	Total Price without taxes	Total Price inclusive of discounts, all taxes and duties
1	Tablet	132				

Note:

- 1. Transportation and installation charges, among other should be included in the financial quotation*
- 2. TCI Foundation will not bear any additional cost than what is quoted in the financial quotation*

Annexure V: Bidding Document Acknowledgement Form

To

The Director General
TCI Foundation
69 Institutional Area, Sector-32
Gurugram-122001

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Annexure (along with their Appendices) enclosed to the "Invitation for Proposal" pertaining to providing of 132 Tablets against tender number TCIF/GFATM/GC7/2025/Tablets dated 8 December 2025. We have noted that the closing date for the receipt of the tender by the TCI Foundation is 16 December at 2:00pm (IST) and opening at 18 December at 2:00pm (IST).

We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of the TCI Foundation and that the said documents are to be used only for the purpose intended by the TCI Foundation.

Our address for further correspondence on this tender will be as under:

Tel. No:

Fax. no: Telephone no:

Personal attention of:
(if required)

Yours faithfully,

(Bidder)

Note: This form should be returned along with offer duly signed

Annexure VI: Proforma of Bank Guarantee towards Performance Security

PERFORMANCE GUARANTEE

Ref. No. _____ Bank Guarantee No. _____

Dated _____

To

The Director General
TCI Foundation
69 Institutional Area, Sector-32
Gurugram-122001

Dear Sir,

1. In consideration of TCI Foundation, having its office at TCI House, 69 Institutional Area, Sector 32 Gurugram-122001 (hereinafter referred to as 'TCI Foundation', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the work order dated with M/s _____ having its _____ registered/head office at _____ (Hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and TCI Foundation having agreed that the CONTRACTOR shall furnish to TCI Foundation a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.
2. We (name of the bank) registered under the laws of having head/registered office at (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rupees. (in figures) (Indian Rupees (in words)) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by TCI Foundation on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by TCI Foundation in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that TCI Foundation at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the

CONTRACTOR and notwithstanding any security or other guarantee that TCI Foundation may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that TCI Foundation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time-to-time exercise of any of the powers vested in TCI Foundation against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of TCI Foundation or any indulgence by TCI Foundation to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of TCI Foundation under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till TCI Foundation discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of TCI Foundation or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rupees (in figures) (Indian Rupees (in words)) and our guarantee shall remain in force until . (Indicate the date of expiry of bank guarantee) Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of TCI Foundation under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of TCI Foundation under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank through its authorized officer has set its hand and stamp on this.....day of20 at.....

WITNESS NO. 1

(Signature)

Full name and official
and

(Signature)

Full name, designation

Address (in legible letters)
letters)

address (in legible

with Bank stamp

Attorney as per power of
Attorney No.....

WITNESS NO. 2

Dated.....

(Signature)

Full name and official
Address (in legible letters