

CORRIGENDUM 3- EMD Format

(Dated 31 July 2019)

To

Request For Proposal

For

Appointment of Partner Agency (Vendor 1)

For

Development, Operations and Management

of

UMANG - Backend

(Unified Mobile Application for New-Age Governance)



June, 2019

**4th Floor, Electronics Niketan,
6 CGO Complex, New Delhi 110003**

Context

Considering the queries and clarifications regarding EMD Format from potential bidders, the 'EMD Format' has been reviewed and the updated format is presented below. Accordingly, the EMD Format in 'Schedule III – Bid Formats' in the RFP for UMANG – Backend (June 2019) shall be superseded and replaced with the one presented below.

Earnest Money Deposit (EMD)

1. In consideration of *Request for Proposal (RFP) for Appointment of Partner Agency (Vendor 1) for UMANG – Backend* represented by National e-Governance Division (NEGD), 4th floor, Electronics Niketan, 6, CGO Complex, New Delhi -110003 under the Ministry of Electronics and Information Technology (MeitY), (hereinafter called the "Government"), on the first part and M/s _____ (hereinafter referred to as "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its successors and permitted assigns) on the Second part, having agreed to accept the Earnest Money Deposit of Rs. _____/- (Rupees _____ Only) in the form of Bank Guarantee for the *RFP for Appointment for Partner Agency (Vendor 1) for UMANG –Backend*, we _____ (Name of the Bank), (hereinafter referred to as the "Bank" which expression shall unless it be repugnant to the subject or context thereof include its successors and permitted assigns), do hereby undertake to pay to the Government forthwith on written demand without any demur and without seeking any reasons whatsoever, an amount not exceeding Rs. _____/- (Rupees _____ Only) and the guarantee will remain valid up to a period of 225 days from the due date of the tender. It will, however, be open to the Government to return the Guarantee earlier than this period to the Bidder, in case the Bidder does not qualify for the commercial negotiations by the Commercial Negotiations Committee (CNC) as constituted by the Government after a recommendation is made by the CNC on the bid(s) after an evaluation.
2. In the event of the Bidder withdrawing the tender before the completion of the stages prior to the Commercial negotiations or during the Commercial

negotiations, as the case may be, the Guarantee deposited by the Bidder stands forfeited to the Government. We also undertake not to revoke this guarantee during this period except with the previous consent of the Government in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.

3. No interest shall be payable by the Government to the Bidder on the guarantee for the period of its currency.

4. Notwithstanding any other term contained herein
 - a) This guarantee shall be valid only up to _____ (“Expiry date”)
 - b) The total liability of Bank under this guarantee shall be limited to Rs. _____/- (Rupees _____ Only).
 - c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if we receive a written demand made in the manner prescribed above on or before _____ (Expiry Date), failing which all your rights under the said guarantee shall be forfeited and the Bank shall be released and discharged from liability there under, irrespective of whether or not the original guarantee is returned to us.

Dated this _____ day of _____ 2019

For the Bank of _____

(Agent/Manager)

Note: Please strike-off the inapplicable part/options and fill-in the relevant details.