

Embassy of India <u>Paris</u>

No. PAR/ADM/872/05/23

 20^{th} October , 2023

TENDER NOTICE

Sealed bids are invited from companies to submit Tender for Treatment of Water Leakage in Chancery of Embassy of India at 13-15 Rue Alfred Dehodencq, 75116 Paris.

2. The bidding companies/firms should have the following requirements:

i) Having a registration in France including Siret Number and VAT account in France.ii) Local representation in Paris or suburb of Paris, France.iii) Having experience of undertaking work of similar nature in France in the last 5 years

3. Documentary evidence of the above qualifications may be submitted along with sealed bids.

4. Enquiry, if any, may please be sent on the mail hoc.paris@mea.gov.in. Enquires shall be entertained only till **27th October**, **2023**.

5. Site inspection relating to the work can be done on any working day till **27th October**, **2023**. with prior appointment [Tel: +33-1-40505046].

6. Interested parties may send their bids/quotations in sealed envelopes to the Head of Chancery, Embassy of India, 15 rue Alfred Dehodencq, 75116 Paris by **12 noon on 10th November, 2023** superscribed "Treatment of Water Leakage in Chancery of Embassy of India at 13 Rue Alfred Dehodencq, 75116 Paris.

7. The bids received would be opened at **1400 hrs on 10th November, 2023** by a Committee of Officers. Interested parties are welcome to send a representative for opening of the bids in the office of the Head of Chancery, Embassy of India, and Paris.

8. The Embassy of India, Paris reserves the right to reject any bid at any stage of the bidding process without assigning any reasons whatsoever.

Sd/-(Suresh Kumar) Head of Chancery

Embassy of India Paris

TENDER NOTICE

Embassy of India, Paris by way of this Request for Proposal(RFP) invites professional firms to submit Tender for Treatment of Water Leakage in Chancery of Embassy of India at 13 Rue Alfred Dehodencq, 75116 Paris.

The timlines for Request for proposal(RFP) are as follows :

Sl No.	Item	Date	Time
1	Date of Announcement	20/10/2023	
2	Date of Pre-Bid meeting for any clarifications / explanation	23/10/2023	0900 hrs
3	End Date of Pre-Bid meeting for any clarifications / explanation	27/10/2023	1700 hrs
4	Date of Submission of tender documents - hardcopy only to be submitted on all working days	20/10/2023	0900 hrs
5	Last date of submission of bids	10/11/2023	1200 hrs
6	Date of opening of Technical Bid	10/11/2023	1400 hrs
7	Date of opening of Financial Bid and the declaration of results subject to further scrutiny of documents	10/11/2023	1500 hrs

The scope of work, conditions and instructions to bidders and other information relevant to the project are available on the website of the Embassy <u>http://www.ambinde.fr</u> or in the CPP portal at <u>http://eprocure.gov.in/cppp</u>. The complete Tender Documents consist of (a) Technical Bid Documents and b) Financial Bid Documents. The terms of the contract will be on the basis of a two-tier tender process consisting of Technical and Financial Bids. The tender documents available in the website of the Embassy of India, Paris may be downloaded and filled up for this pu pose. Any queries and/or comments may be addressed to the Head of Chancery, Embasys of India, Paris at the address mentioned above or sent as e-mail at <u>hoc.paris@mea.gov.in.</u>

TENDER DOCUMENTS

PART A: Technical Bid Documents

Document I : Invitation to Tender

Document I - S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I - S-III: Terms and Conditions of contract (Section-III)

Document I - S-IV: Scope of Work (Section-V)

* Section-ll - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder - These documents are to be supplied and attached by the bidder.

PART B: Financial Bid Documents

Document Il	: Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations - Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)
Document III	: Form of Tender - Financial bid letter (Section-VI) (Lump sum fixed price to be quoted on this form by Bidder)
Document IV	:Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII)**/ Bid Securing Declaration (BSD) (Section-VIII)**

** Section-VII & VIII - If EMD (Section-VII) has been submitted, there is no need to submit BSD (Section-VIII) and vice versa.

NO. PARADMIO/2/01/10 Embassy of India Paris

TENDER FOR SELECTING CONTRACTOR FOR Renovation of GOI Owned Accommodation

Invitation to Tender

1. The President of India acting through the Ambassador of India in Embassy of India, Paris invites Lump-sum Fixed Price Tender for Treatment of Water Leakage in Chancery of Embassy of India at 13 Rue Alfred Dehodencq, 75116 Paris. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents.

Technical Bid Document:					
Document - I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work Eligibility Criteria				
Financial Bid Document:					
Document- Il	Schedule of Items				
Document- III	Form of Tender (Lump sum price to be quoted on this form by Bidder)				
Document- IV	Conditions of contract including standard formats for Bank Guarantee, etc.				

2. The last date of submission of sealed bids is **1200hrs on 10th November, 2023** in the office of Shri. Suresh Kumar, Head of Chancery, Embassy of India, Paris 13-15 Alfred Dehodencq, 75116 Paris, hoc.paris@mea.gov.in tel.: +331 40 50 70 70. Technical bids will be opened on **1400hrs on 10th November, 2023** in the Embassy of India, Paris. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on **1500 hrs on 10th November, 2023** in the Embassy of India, Paris. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Paris.

4. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

5. Eligibility Criteria:

5.1 **Permit:** The Tenderer should have valid permit/registration from a competent local authority for carrying out the work in Paris in the Diplomatic property of the Embassy of India, Paris.

5.2 **Bank Solvency:** Certificate of Solvency for 40% of value of estimated costcertified by banker not older than six months.

6. **Defects Liability Period:** Defects Liability period will be twelve months from date of completion of project.

7. **Performance Security:** 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work (Format of Performance Security is attached).

8. **Financial quote & variations:** Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

9. **Commencement:** Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

10. **Completion:** The Period of Completion for the whole of the works is 60 days calculated from the date of commencement of works.

11. **Mobilisation Advance:** i) 10% of contract amount and up to maximum of 30% against equivalent Bank Guarantee.

12. **Retention Money:** 5% of accepted contract value for 12 months i.e. till end of Defect Liability period.

13. Arbitration:

- 13.1 If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.
- 13.2 The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.
- 13.3 The Arbitration will have its sittings in the Embassy of India, Paris.

14. Rejection: Embassy of India, Paris reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

Section-I

1. INSTRUCTION TO BIDDERS

1.1	1 The Bidding Documents comprise of:				
	Section-l	:	Instruction to bidders		
	Section-lI	:	Introduction and Credentials of Bidder		
	(To b	e pr	repared and submitted by the Bidder)		
	Section -Ill		Terms and conditions of Contract		
	Section- IV	:	Scope of work		
	Section- V	:	Schedule of Quantity		
	(To be prepared and submitted by the Bidder)				
	Section – VI	:	Form of Bid		
	(Lump sum fixed price to be quoted by Bidder)				
	Section – VII	:	Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.		
	Section-VIII	:	Bid Securing Declaration (BSD)		

If EMD (Section-VII) has been submitted by bidder, there is no need to submit BSD (Section-VII)

1.2 Site visit: Physical visit to the site is advisable to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

1.3. Cost of Tendering - The (Name of the Mission/Post) will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

1.4 Earnest Money Deposit/Bid Securing Declaration-

1.4.1 The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee (as per attached format) or Online payment to **Bank details of the Embassy of India, Paris,** amounting to Euros 800/- or Bid Securing Declaration (Section-VIII).

1.4.2 The bidder shall submit either Section-VII or Section-VIII.

1.4.3 Failure to honour the Bid Securing Declaration shall render the bidder ineligible

1.5 Pre-bid meeting: A pre-bid meeting is scheduled from **0900 hrs** on **23th October**, **2023** to **1700 hrs** on **27th October**, **2023** in the The Embassy of India, Paris. Interested bidders may contact the office of Shri Sanjeev BALHARA, ASO(prop), Embassy of India, Paris 13 - 15 Rue Alfred Dehodencq, 75116 Paris, prop.paris@mea.gov.in , tel: +331 40 50 50 46 to attend the pre-bid meeting.

1.5 (a) Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE

TENDER with extent of Work as indicated in scope of works.

1.5.1 The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extend, quality, type and character of operations of operations involved in the works.

1.5.2 Bidders are required to quote Lump-sum fixed prices on "Form of Tender". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

1.5.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

1.5.4 The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be Euros only.

1.5.5 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.6 **Validity of Bid** - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

1.7 **Tender and Schedule of Quantities**

1.7.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

1.7.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

1.7.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

1.7.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

1.7.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

1.8 Final Tender Price - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

1.9 Errors and Rectification:

1.9.1 In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

1.9.2 If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

1.9.3 If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

1.10 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with Renovation of two GOI owned Accommodations for Embassy of India, Paris which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII or Section-VIII. This envelope is to be super-scribed as "**EMD or BSD**" (as the case may be).

Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "**Technical Bid**".

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "**Financial Bid**".

1.10.1 The last date of submission of sealed bids is **1200 hrs on 10th November, 2023** in the office of Shri. Suresh Kumar, Head of Chancery, Embassy of India, Paris 13-15 Alfred Dehodencq, 75116 Paris, <u>hoc.paris@mea.gov.in</u> tel.: +331 40 50 70 70.

1.10.2 The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India, Paris to all Bidders. Tenders received after this date will not be considered.

1.10.3 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

1.11 Selection process:

1.11.1 Envelope B (Technical bids) will be opened on **1400 hrs on 10th November, 2023** in the Embassy of India, Paris. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Paris.

1.11.2 The technical eligibility credentials of all the bidders shall be evaluated first.

Failure to submit requisite documents will render the applicant ineligible.

1.11.3 A list of technically qualified bidders shall be prepared. Technically qualified bidders shall be informed and shall be invited for opening of the financial bids at prescribed date and time by the Embassy of India, Paris.

1.12 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Paris. The Embassy of India, Paris may withdraw the acceptance of the Tender without any notice: or other formality and may enter into a new Agreement for the execution of the Works or any part

1.13 Amendments to Tender Document - At any time prior to the date of opening of the tender, the Embassy of India, Paris may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Embassy of India, Paris.

1.14 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Shri Sanjeev BALHARA, ASO(prop), Embassy of India, Paris 13 – 15 Rue Alfred Dehodenca, 7511.6 Paris, prop.paris@mea.gov.in , tel: +331 40 50 50 46.

1.15 All information requested by and supplied to one bidder will be supplied to all bidders.

1.16 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Ernbassy of India, Paris as to the meaning of anything connected with the Tender Document.

1.17 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

1.17.1 If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Paris.

1.17.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

1.17.3 If there is evidence of collusion between Bidders.

1.17.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.**1.17.5** If Bid price is disclosed or become known before opening of Financial Bid.

1.18 Compliance with Laws and Regulations and Pricing of Schedule of Quantities -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

1.19 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Embassy of India, Paris.

1.20 No escalation of price - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

1.21 Payments:

1.21.1 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Embassy of India, Paris.

1.21.2 The detailed work schedule and the payment schedule would be furnished by the Contractor to the Embassy of India, Paris, who will approve it before it forms part of the agreement.

1.21.3 However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Embassy of India, Paris, the progress payment shall be made by the Embassy of India, Paris on the basis of evaluation of work done.

1.21.4 All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

1.22 Embassy of India, Paris's right to waive - The Embassy of India, paris reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Paris except that no proposal will be accepted if the Earnest Money Deposit (EMD) or Bid Securing Declaration in lieu of EMD or/any of the preceding statutory documents was not submitted with the tender.

TENDER FOR SELECTING CONTRACTOR FOR Treatment of Water Leakage in Embassy Building/Roof

Section-II

2. Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

TENDER FOR SELECTING CONTRACTOR FOR Treatment of Water Leakage in Embassy Building/Roof

Section-III

3. Terms and Conditions of Contract

3.1 Quoted price is final fixed lump-sum price inclusive of all taxes except VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

3.2 Quoted price shall be exclusive of VAT. The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.

3.3 Period of completion for the work is **10 weeks**

3.4 Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on per week basis.

3.5 Defects liability period shall be as per Warranty Period of the equipment and twelve months for the civil work executed from date of practical completion of work. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost.

3.6 The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.

3.7 Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

3.8 Payment:- Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:

3.8.1 Advance of 10-30% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Name of Mission;

3.8.2 Running Account (RA) Bills for 5% of accepted tender cost in stages as per payment schedule;

3.8.3 10% of accepted tender cost after completion of work in all respects;

3.8.4 5% of accepted tender cost after handing over to the Embassy of India, Paris for beneficial use to be released after 12 months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to **Embassy of India, Paris**

who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.

3.9 No escalation on rates due to delay in works shall be admissible.

3.10 Each RA bill payment shall be made for at least 4% of physical progress.

3.11 Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

3.12 Defects Liability Period will be 12 (Twelve) months from completion of work.

Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of noncompliance of removal/rectification/ replacement of defective item of work or workmanship, the Embassy of India, Paris shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Embassy of India, Paris.

3.13 On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

TENDER FOR SELECTING CONTRACTOR FOR Treatment of Water Leakage in Embassy Building/Roof

Section-IV

4. Scope of Work

Scope of work given below is tentative. The bidder is advised to inspect the site and understand the full scope of work.

Scope of work in the Chancery at 13-15 Rue Alfred Dehodencq, 75116 Paris.

(a) Roof Renovation including treatment of open vents, cracks and undertaking the work of water proofing.

(b) PVC leaf guard protection grilles for the gutters on the roof top. Given the weather in Paris, there gets accummulated a sizeable amount of dead leaves which gets mixed with the dust thereby blocking/clogging the rain water system. To address this problem, supply and installation of PVC leaf guard protection.

(c) Replacement of ridge creasts on rooftop.

(d) To treat and repair water leakage and water damage on the roofs of the domes near the staircase area- all floors

(e) To treat water leakage and water damage in the offices on the 3rd floor and rainwater drainage system on the balcony where the water gets stagnated.

(f) To treat water leakage and water damage on the staircase walls leading to the PIC Wing.

(g) Any consequential work.

TENDER FOR SELECTING CONTRACTOR FOR Treatment of Water Leakage in Embassy Building/Roof

Section-V

5. Schedule of Quantity

(To be submitted by the bidder)

Sl No.	Item	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

Note: Please refer to Section-l of the document

5.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

5.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

5.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

5.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

5.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

TENDER FOR SELECTING CONTRACTOR FOR Treatment of Water Leakage in Embassy Building/Roof

Section-VI

5. Form of Tender

(To be submitted by the bidder)

TO: **Ambassador** of India in Paris.

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of:

(Amount to be indicated by the bidder in Number and words and also the currency) exclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature :

Name :

in the capacity of-----

duly authorised to sign tenders for and on behalf of

Address :

Date :

TENDER FOR SELECTING CONTRACTOR FOR Treatment of Water Leakage in Embassy Building/Roof

Section-VII

5. Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract : **Treatment of Water Leakage in Chancery** Name and Address of Beneficiary : **Embassy of India, 13-15 rue Alfred Dehodencq, 75116 Paris**

Date :

Whereas M/s (Name of Contractor with address) have submitted their tender for **Renovation of Goi Owned Accommodation at Paris for Embassy of India**, and one of the tender conditions is for the M/s (Name of Contractor with address) to submit a Bank Guarantee for Earnest Money Deposit amounting to Euros 800. In fulfilment of the tender conditions, we, (Name of Bank with address) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **Euros 800**.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to Euros 800.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (date of issue) up to the (date after 180 days from date of issue) and claims under this guarantee should be submitted not later than (date after 180 Days from date of issue).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the **French Republic** and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the French Courts.

Date : Name : Place : Signature :

TENDER FOR SELECTING CONTRACTOR FOR Treatment of Water Leakage in Embassy Building/Roof

Section-VIII

(This may be submitted by the bidder in lieu of the document at Section-VII)

8. Bids Securing Declaration

I/we accept that if l/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for contracts with the Government of India.

Date : Name : Place : Signature :

TENDER FOR SELECTING CONTRACTOR FOR Treatment of Water Leakage in Embassy Building/Roof

Bank Guarantee Proforma for Performance Security

Bank Guarantee No. Brief description of contract:**Treatment of Water Leakage in Chancery** Name and Address of Beneficiary: **Embassy of India, 13-15 rue Alfred Dehodencq,75116 Paris.**

Date:

Whereas M/s (Name of Contractor with address) have submitted their tender for Renovation of GOI Owned Accommodation at Paris for Embassy of India, Paris, and one of the tender conditions is for the M/s (Name of Contractor with address) to submit a Bank Guarantee for Performance Security (5% of contract value-consultant's fee) amounting to (To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered cost). In fulfilment of the tender conditions, we, (Name of Bank with address) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of (To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered cost).

2. This guarantee is valid for a period of ____Days and upto (date should be two months after the date of completion of work) and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered cost)

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (date of issue) up to the (date should be two months after the date of completion of work) and claims under this guarantee should be submitted not later than (from date of expiry).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the French Rebublic and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the French Courts.

Date: Place: Name: Signature: