

**Embassy of India  
Kathmandu**

**TENDER NOTICE**

Sealed quotations are invited directly for Pre-qualification of the reputed and experienced bidders for the work of “Interiors & AV Equipments along with balance Civil, Electrical & Plumbing Works for existing Auditorium and Other Buildings in the Embassy Of India Complex, Kathmandu, Nepal”. The last date of receipt of offer in sealed envelope is on or before **21<sup>st</sup> March 2022 up to 15.00 hrs.** The bid opening date is on **21st March 2022 at 16:00 hrs.** Details for tender documents are available on website [www.indembkathmandu.gov.in](http://www.indembkathmandu.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

**Kat/Proj/862/01/2021**

Sd/-  
(Head of Chancery)

**EMBASSY OF INDIA  
KATHMANDU, NEPAL**

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR  
FOR  
INTERIORS & AV EQUIPMENT ALONGWITH BALANCE CIVIL, ELECTRICAL &  
PLUMBING WORKS FOR EXISTING AUDITORIUM AND OTHER BUILDINGS IN THE  
EMBASSY OF INDIA COMPLEX AT KATHMANDU, NEPAL**

The President of India acting through Head of Chancery, Embassy of India in Kathmandu, Nepal requests proposals in sealed envelopes from appropriately qualified and adequately experienced Indian/ Nepalese Contractors for Pre-qualification for the work of Interiors & AV equipment along with balance civil, electrical & plumbing works for existing auditorium and other buildings in the Embassy of India complex at Kathmandu, Nepal. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of INR 48,43,000/- (Indian Rupees Forty eight lakhs, forty three thousand only) may be submitted as mentioned hereinafter at Para-8. The work is estimated to cost about INR 38.43 crores (including VAT), which however, is to be taken merely as a guide. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Embassy of India Kathmandu, Nepal at <https://www.indembkathmandu.gov.in>

2. The **objective** of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India Kathmandu, Nepal for Interiors & AV equipment alongwith balance civil, electrical & plumbing works for existing auditorium and other buildings in the Embassy of India complex at Kathmandu, Nepal.

**3. Location and description of Property:**

The site of work is situated within the Embassy of India complex at 336, Kapurdhara Marg, Kathmandu, Nepal, which is a prime location in the heart of Kathmandu. The new buildings have already been constructed at site from where the Embassy is functioning. However, interiors & allied works alongwith certain balance works in the Auditorium, Multi-Purpose Hall, Ancillary building, Library, Indoor games hall of the sports building, etc. as well as some external site development works are to be carried out and made operational. Structures of these buildings have already been constructed.

**4. Scope of Work:**

The scope of work will include the execution of all the interiors, providing and installation of furnishings, acoustic treatments, Audio-Video equipments, floorings, CCTV camera & access control systems, stage lighting & curtains, auditorium chairs, bullet resistant glass windows, stone/ wooden carving works, granite flooring including patterned design, demolishing/ dismantling, rectification of defective works, LED lights, alongwith all balance civil, electrical, fire alarm & fire-fighting works, internal painting works, etc, execution of finishes and related civil, plumbing & electrical works which would include floorings in balance areas etc., preparation of shop drawings, samples & mock-ups and obtaining approval from the Employer/ Architect before undertaking fabrication and/ execution & obtaining necessary statutory clearances, approvals, permits etc. as required and rectification of defective works in the newly constructed auditorium & other buildings of the complex and all other incidental works etc. as per BOQ.

**5. Period of Completion:**

The entire work is to be completed and commissioned in 12 (Twelve) months from the date of commencement.

- 6. Tender:** The bidding will take place in two stages:
- (i) **Stage-I:** Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed
  - (ii) **Stage-II:** Eligible firms would be issued with tender documents for submission of Item rate financial bid.
- 7. Site visit & Pre-bid meeting:** Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Eligible firms would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.
- 8. Submission:** The proposals (bids) for stage-I should be submitted in two parts: (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required to establish sound financial condition, as per terms & conditions of this tender; and (ii) Earnest Money Deposit (EMD) of INR 48,43,000/- (Indian Rupees Forty eight lakhs, forty three thousand only) which should be as per the format given in this tender. The last date of submission of sealed bids is 15:00 hrs on 21 March 2022 in the office of Head of Chancery, Embassy of India, 336, Kapurdhara Marg, Kathmandu, P.O. Box no. 292, Nepal-44600, Email ID: hoc.kathmandu@mea.gov.in, Telephone no: +977-1-441851, 4426072.. Technical bids will be opened at 16:00 hrs on 21 March 2022 at the Embassy of India, Kathmandu, Nepal. All pages of the submission document must be signed by authorised signatory.

No. KAT/PROJ/862/01/2021

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**Tender Documents**

Tender Contents

**A. Technical Bid Documents:**

- Document I : Invitation to Tender  
Document I – Section-I : Instruction to Bidders  
Document I – Section-II : Introduction and Credentials of Bidder\*  
Document I – Section-III : Documents to establish eligibility

**B. Other Documents:**

Document II : Formats for Earnest Money Deposit (EMD)/Performance Bank Guarantee.

\* Section-II - 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.

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EMBASSY OF INDIA COMPLEX AT KATHMANDU, NEPAL

**Invitation to Tender**

The President of India acting through the Head of Chancery, Embassy of India in Kathmandu, Nepal invites Item Based Rate Tender for Interiors & AV equipment alongwith balance civil, electrical & plumbing works for existing auditorium and other buildings in the Embassy of India complex at Kathmandu, Nepal. The Contract shall be an Item Rate Contract in Indian Rupees. The tender shall Bid consist of following documents.

<b>Technical Bid Document:</b>	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work, documents to establish eligibility as per Eligibility Criteria
<b>Other Mandatory Document to be submitted along with Technical Bid Document:</b>	
Document- II	Earnest Money Deposit (EMD)

2. The last date of submission of sealed bids is 15:00 hrs on 21 March 2022 in the office of Head of Chancery, Embassy of India, 336, Kapurdhara Marg, Kathmandu, P.O. Box no. 292, Nepal-44600, Email ID: hoc.kathmandu@mea.gov.in, Telephone no: +977-1-441851, 4426072.. Any Tender received after this date and time will not be considered.
3. Technical bids will be opened at 16:00 hrs on 21 March 2022 at the Embassy of India, Kathmandu, Nepal. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Kathmandu, Nepal.
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 Kathmandu, Nepal.

**5.2 Similar work:**

The Tenderer must have satisfactorily completed in the last seven years (i) one similar work of value not less than INR 30.75 Crore or (ii) two similar works of value not less than INR 19.21 Crore or (iii) three similar works of value not less than INR 15.38 Crore. Similar work means carrying out the work of interior, acoustic, audio-video works, stage lighting & stage furnishing in an auditorium with minimum seating capacity of not less than 400 persons including carrying out all civil, utility services and allied works (executed under single contract) for buildings such as Modern office buildings, Hotels, shopping malls, Embassies, Universities, etc. The work in which compensation has been levied for delayed completion shall not be considered for eligibility. Commencement Certificate and Completion Certificate from the Employer will be required to be submitted for similar works.

- 5.3 Bank Solvency:** The tenderer should submit Certificate of Solvency for INR 15.38 Crores or more, certified by bank. The certificate should not be older than a month and it is required to be renewed periodically every six months.
- 5.4 Annual Turnover:** The bidder should have had average annual financial turn-over of INR 11.53 Crores (excluding VAT) or more on Construction works during the immediate last three consecutive financial years. This should be duly audited/certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- 5.5 Profit-Loss:** The applicant should be a profit making company/firm and should not have suffered any financial loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. This fact shall be duly certified by the Chartered Accountant and audited financial statements for these five years will be submitted by the bidder.
- 5.6 Joint venture:** Joint Venture (JV) firms formed specifically for this tender shall not be permitted. JV, like a single entity, meeting all eligibility criteria shall be permitted. JV partners meeting eligibility criteria on individual basis separately shall not be permitted.
- 6. Conditions of Contract:** Work shall be executed according to the CPWD general conditions of contract, specifications and items of works as well as the special conditions and particular specifications for non-schedule items.
- 6.1 Earnest Money Deposit (EMD):** The applicant needs to submit Earnest Money Deposit (EMD) INR 48,43,000/- (Indian Rupees Forty eight lakhs, forty three thousand only). This should be in the form of Bank draft or Banker's cheque in favor of Embassy of India in Kathmandu, Nepal or an unconditional and irrevocable Bank Guarantee (as per template given in Section-IV). **EMD shall be submitted in a separate sealed envelope.** EMD shall have to remain valid for a period of **ninety days** beyond the final bid validity period. EMD of unsuccessful bidders shall be returned at the earliest but not later than the 30<sup>th</sup> day after the L-1 bidder is identified. EMD of successful bidder will be returned after submission of Performance Bank Guarantee. If the successful bidder withdraws or modifies the Bid during the period of validity or after award of the contract fails to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, the EMD will be forfeited.
- 6.2 Retention Money:** Retention Money will be limited to 5% of the accepted tender amount and 5% of each Running bill will be deducted towards retention money. Retention money shall be released against equivalent amount of Bank Guarantee (BG) to be submitted by Contractor. BG should be valid for completion period plus defects liability period. In case of time extension of project, the BG should be revalidated up to extended time plus Defects Liability period.
- 6.3 Performance Security:** This will be equal to 3% of Accepted tender amount. This should be in the form of an unconditional and irrevocable Bank Guarantee (as per template given in Section-V) and should be valid up 60 days beyond the stipulated date of completion. In case of time extension, the validity of Performance security BG should be extended up to 60 days beyond the extended date of completion. Performance Security shall be submitted by the successful bidder within 21 days after notification of award.
- 6.4 VAT clause:** The Items rate quote from bidder shall be inclusive of VAT.

**6.5 Tender price** – This is an item rate tender. The rates quoted shall be composed of all taxes, levies, duties, etc. and taken as firm throughout the tenure of the contract including extension of time, if any granted, upto completion of the Defects Liability Period, and will not be subject to any fluctuation due to the increase in the cost of labour, materials, p.o.l., GST, octroi, VAT/ WCT, labour laws, import/ export duties and/ or any other taxes, transportation costs, etc. All entries should be filled up in English. Bidders should quote their rates both in figures and in words.

The Bidder should note that no unauthorized alterations shall be made in the Tender documents and, if any such alterations are made or if an incomplete Tender is submitted, such Tender shall be liable to rejection.

**6.6 Liquidated Damage** : It shall be 0.5% per week of delay limited to 10% of accepted tender cost. This shall be calculated on per day basis for each day of delay.

**6.7 Payment against material (Secured Advance):** Payment against 80% of the landed price or 60% of the quoted item price whichever is less rate of non-perishable material brought at site but yet to be used in works shall be allowed as secured advance and this shall be adjusted in Running Account Bill of work done involving material (full or part) as consumed in works.

**6.8 Mobilization advance:**

6.8.1 Mobilization advance (simple interest bearing @ 10% p.a.) will be limited to 10% of tendered amount on submission of non-revocable Bank Guarantee of an amount equal to 110% of the amount of advance

6.8.2 The mobilization advance shall be released only on submission of a Bank Guarantee from a schedule bank for the 110% of amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery.

6.8.3 The advance shall be released in two or more installments.

6.8.4 A valid Bank Guarantee should be available for the 110% of amount of outstanding advance at all times.

6.8.5 The recovery of mobilization advance shall commence after 10% of work is completed and the entire amount shall be recovered by the time 80% of the work is completed. In case the balance mobilization advance still remains unrecovered on expiry of 80% of the original Contract period i.e., 9.6 months, the Contractor shall refund the amount by Demand Draft/ Banker's cheque immediately, failing which, the balance amount alongwith penal interest @ 2% over and above the prescribed rate of 10% for the delayed period shall be realized by invoking the Mobilization Advance Bank Guarantee(s).

**6.9 Arbitration / litigation:**

If any dispute, difference or question at any time arises between the Parties in respect of the meaning or interpretation of the terms and conditions of this Agreement or covering anything herein contained or arising out of this Agreement or the validity of the enforcement thereof which cannot be settled mutually, shall within 30 (thirty) days (or such longer period as may be mutually agreed upon) from the date one Party informs the other in writing that such dispute or disputes or disagreement exists, be referred to Arbitration. Within 30 (thirty) days of the said notice, one Arbitrator shall be appointed by each of the disputing Parties by notice in writing to the other. The two Arbitrators shall select an Umpire whose decision shall be final in case of difference of opinion

between the two Arbitrators.

The Arbitration proceedings will be conducted in accordance with and be subject to the Arbitration and Conciliation Act, 1996 (of India) as amended from time to time and the decision of the Arbitrators as mentioned above shall be final and binding on the Parties.

The Arbitration will have its sittings at Delhi.

The language to be used in the Arbitral proceedings will be English.

The Contractor shall continue to perform his duties as far as practicable with diligence notwithstanding the fact that a dispute has been referred to Arbitration or any dispute or difference has arisen. It is also the term of Agreement that if the Contractor does not make any demand for Arbitration in respect of any item in writing within 60 (sixty) days of receiving intimation from the Employer that the final bill is ready for payment, the claim of the Contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the Agreement in respect of these claims.

- 6.10 Delay in payment of Running Bill:** Employer would make payment of Running Account Bill (Payment of work done of all undisputed items) within the stipulated time but in case of delay no interest will be payable.
- 6.11 Escalation:** No escalation on accepted tender cost will be permitted.
- 7. Defects Liability Period:** Defects Liability period will be twelve months from date of completion of project.
- 8. Completion of project:** The Period of Completion for the whole of the works is 12 (Twelve) months calculated from the date of commencement of works and the date of commencement of work will be deemed as 15 days from the handing over of the site.
- 9. Rejection:** Embassy of India, Kathmandu, Nepal 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.
- 10. The tender documents for Stage-II will comprise:**
- (i) GENERAL CONDITIONS**
  - (ii) SPECIAL CONDITIONS**
  - (iii) SCOPE OF WORK**
  - (iv) SPECIAL CONDITIONS FOR AV, ACOUSTIC & LIGHTING**
  - (v) GENERAL SPECIFICATIONS**
  - (vi) PARTICULAR SPECIFICATIONS**
  - (vii) SCHEDULE OF QUANTITIES**
  - (viii) LIST OF TENDER DRAWINGS**
  - (ix) DRAWINGS**

Address:

Email:

Fax:



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**Section-I**

**INSTRUCTION TO BIDDERS**

1. The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder <b>(To be prepared and submitted by the Bidder)</b>
Section -III	:	Documents to establish eligibility <b>(To be prepared and submitted by the Bidder)</b>
Section – IV	:	Standard format for Earnest Money Deposit (EMD).
Section V	:	Standard format for Performance Guarantee

2. **Tender:** The bidding will take place in two stages:

- (i) **Stage-I:** Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed.
- (ii) **Stage-II:** Eligible firms would be issued with tender documents for submission of Item based rate financial bid.

3. **Site visit & Pre-bid meeting:** Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Eligible firms would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.

4. **Cost of Tendering:** Embassy of India, Kathmandu, Nepal will not be responsible to compensate for any expense or losses which might have been incurred by the bidder in the preparation and submittal of his Tender/bid.

5. **Earnest Money Deposit:** The bidder shall submit a Demand draft or Banker's cheque or an unconditional and irrevocable Bank Guarantee (as per template given in Section-IV) in favor of Embassy of India amounting to INR 48,43,000/- (Indian Rupees Forty eight lakhs, forty three thousand only).

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.

7. **Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with Interiors & AV equipment alongwith balance civil, electrical & plumbing works for existing auditorium and other buildings in the Embassy of India complex at Kathmandu, Nepal which shall have following two sealed envelopes inside:

**Envelope A:** Should contain the Demand draft or Banker's cheque or an unconditional and irrevocable Bank Guarantee (as per template given in Section-IV) or

print-out of online payment towards payment of EMD. This envelope is to be super-scribed as "**EMD**".

**Envelope B:** Should contain the documents mentioned in Section-II and Section-III. This envelope should be super-scribed as "**Technical Bid**".

- 7.1 The last date of submission of sealed bids is 15:00 hrs on 21 March 2022 in the office of Head of Chancery, Embassy of India, 336, Kapurdhara Marg, Kathmandu, P.O. Box no. 292, Nepal-44600, Email ID: hoc.kathmandu@mea.gov.in, Telephone no: +977-1-441851, 4426072.
- 7.2 The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India, Kathmandu, Nepal to all Bidders. Tenders received after this date will not be considered.
- 7.3 Any Bid received after the last date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.
8. **Selection process:**
  - 8.1 The bids will be opened at 16:00 hrs on 21 March 2022 at the Embassy of India, Kathmandu, Nepal. Bidders may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Kathmandu, Nepal.
  - 8.2 Envelope A containing EMD will be opened first. Envelope B would be opened only of those bidders who have submitted a valid EMD. The technical eligibility credentials of the bidders shall be evaluated based on documents submitted in Envelope B. Failure to submit requisite documents will render the applicant ineligible.
  - 8.3 A list of technically qualified bidders shall be prepared. Eligible bidders would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.
9. **Conditional Acceptance of the Tender:** The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Kathmandu, Nepal. The Embassy of India, Kathmandu, Nepal 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 of it.
10. **Amendments to Tender Document** - At any time prior to the date of opening of the tender, the Embassy of India, Kathmandu, Nepal may issue an addendum to 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, Kathmandu, Nepal.
11. **Clarification:** Any further information or clarification which the Tenderer may require in order to complete their bid, may contact Project Consultant, M/s Askhaya Jain & Associates, Vasant Kunj, New Delhi-110070, India, Email ID: mail@akshayajain.com, Telephone no. +91-11-26136098, 26132304, 41601615, 41486098. The mail may be copied to hoc.kathmandu@mea.gov.in and estt.kathmandu@mea.gov.in.
12. All information requested by and supplied to one bidder will be supplied to all bidders.
13. Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy of India, Kathmandu, Nepal as to the meaning of anything connected with the Tender Document.
14. **Disqualification of Tender** - Tenderer may be disqualified for any reason including but not limited to the following:

- (i) If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Kathmandu, Nepal.
- (ii) 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.
- (x) If there is evidence of collusion between Bidders.
- (iv) If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
- (v) If Bid price is disclosed or become known before opening of Financial Bid.

**15. Right to waive** - The Embassy of India, Kathmandu, Nepal reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Kathmandu, Nepal except that no proposal will be accepted if the Earnest Money Deposit (EMD) or any of the preceding statutory documents was not submitted with the tender.

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**Section-II**

**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.

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**Section-III**

**Documents to establish eligibility**

**(To be submitted by the bidder)**

**Note:** This shall be submitted by the bidder. The documents shall be capable of establishing the eligibility of the bidder for the tender. For similar work, the bidder is required to submit work order, value and completion certificate of the work. Details of ongoing work would not be considered for establishing eligibility of the bidder.

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**SECTION IV**

**Bank Guarantee Proforma for Earnest Money Deposit**

Bank Guarantee No.....

Brief description of contract: Interiors & AV equipment alongwith balance civil, electrical & plumbing works for existing auditorium and other buildings in the Embassy of India complex at Kathmandu, Nepal

Name and Address of Beneficiary: Embassy of India, Kathmandu, Nepal

Date:

Whereas M/s (***Name of Contractor with address***) have submitted their tender for (***Name of the Project***) at (***Name of the station***) for (***Name of the Mission/Post***) 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 INR 48,43,000/- (Indian Rupees Forty eight lakhs, forty three thousand only). In fulfillment 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 INR 48,43,000/- (Indian Rupees Forty eight lakhs, forty three thousand only).

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 INR 48,43,000/- (Indian Rupees Forty eight lakhs, forty three thousand only).

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 (***Name of the country***) and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (***Name of the country***) Courts.

Date:  
Name:

Place:  
Signature:

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**SECTION V**

**Bank Guarantee Proforma for Performance Security**

Bank Guarantee No.....

**Brief description of contract:** Interiors & AV equipment alongwith balance civil, electrical & plumbing works for existing auditorium and other buildings in the Embassy of India complex at Kathmandu, Nepal

Name and Address of Beneficiary: Embassy of India, Kathmandu, Nepal

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for Interiors & AV equipment alongwith balance civil, electrical & plumbing works for existing auditorium and other buildings in the Embassy of India complex at Kathmandu, Nepal for Embassy of India, Kathmandu, Nepal, and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Performance Security (3% of tendered cost) amounting to (**3% 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 **calculated as 3% 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 **3% of the tendered cost of INR )**

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 (**Name of the Country**) and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (**Name of the country**) Courts.

Date: Place:

Name: Signature: