

No. Tun/862/1/2025
Embassy of India
Tunis

Dated: 11.02.2025

Notice inviting Tender for selecting contractor for
PLUMBING, CEILING REPAIRS/WATERPROOFING AND OTHER MINOR
WORK AT EMBASSY RESIDENCE

The President of India acting through the Embassy of India in Tunis requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for Plumbing, Ceiling Repairs/Waterproofing And Other Minor Work at Embassy Residence located at Carthage, Tunis. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT), must reach office of the **Head of Chancery, Embassy of India, Tunis, Office Address: '4, Rue Didon, Place Notre Dame, Mutuelleville, Tunis-1001. e-mail ID: hoc.tunis@mea.gov.in; admn.tunis@mea.gov.in, telephone No. +216-71-787-819** on or before **1700 on 03.03.2025**.

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India in Tunis for Plumbing, Ceiling Repairs/Waterproofing And Other Minor Work in the India House.

3. Location and description of Property:

***'Embassy Residence,
2, Rue Saint-Cyprien,
Carthage Residence
Tunis-2016.***

4. Scope of Work:

Please see Page 13

5. Period of Completion:

Twenty one (21) days calculated from the date of commencement of works.

6. Site visit: 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. Interested firms can visit the site from **(0900 to 1700)** on any working day between **11-28 February, 2025** after prior appointment with **Head of Chancery, Embassy of India, Tunis, Office Address: '4, Rue Didon, Place Notre Dame, Mutuelleville, Tunis-1001. e-mail ID: hoc.tunis@mea.gov.in; admn.tunis@mea.gov.in, telephone No. +216-71-787-819 or Mobile Number: +216-58021521.**

7. Submission: The proposals (bids) should be submitted in two parts: (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents establishing sound financial condition, as per terms & conditions of this tender; and (ii) Financial Bid, which should be as per the format given in this tender. The last date of submission of sealed bids is **1700 hrs.** on or before **03.03.2025** in the **'4, Rue Didon, Place Notre Dame, Mutuelleville, Tunis-1001**. Technical bids will be opened at **(1100 hrs)** on **(04.03.2025)** in the Office of the Embassy of India. **All pages of the submitted document must be signed by authorised signatory. While timeline for Opening of Financial bids would be intimated later only to those bidders whose technical bids are found to be technically qualified.**

**Tender for selecting contractor
for
PLUMBING, CEILING REPAIRS/WATERPROOFING AND OTHER MINOR WORK
AT EMBASSY RESIDENCE**

Tender Documents

Tender Contents

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-IV)

B. Financial Bid Documents:

Document II : 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 Performance Guarantee, etc. (Section-VII)

* 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.

**Tender for selecting contractor
for
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AT EMBASSY RESIDENCE**

Invitation to Tender

1. The President of India acting through the Embassy of India in Tunis invites Lump-sum fixed price tender for Plumbing, Ceiling Repairs/Waterproofing and Other Minor Work at Embassy Residence. 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- II	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 Bank Guarantee, etc.

2. The last date of submission of sealed bids is (**1700 hrs**) on (**03.03.2025**) in the office of **Head of Chancery, Embassy of India, Tunis, Office Address: '4, Rue Didon, Place Notre Dame, Mutuelleville, Tunis-1001. e-mail ID: hoc.tunis@mea.gov.in; admn.tunis@mea.gov.in, telephone No. +216-71-787-819.** Technical bids will be opened at (**1100 hrs.**) on (**04.03.2025**) in Embassy of India. Any Tender received after this date and time will not be considered under any circumstances. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India.

3. The Tender shall remain valid for a period of Ninety (90) days from the date of opening or till any extended period as decided by competent authority in Embassy of India.

4. Eligibility Criteria:

4.1 Permit: The Tenderer should have valid permit/registration from a competent local authority for carrying out the work in **Tunisia** as well as valid VAT Registration Certificate from concerned Govt body in Tunisia.

4.2 Similar work: The Tenderer must have satisfactorily completed (i) one similar work of value of at least TND 45000 and (ii) two similar works of value of at least TND 30000 of Similar nature means Repair and Maintenance in the office spaces/buildings (preferably Diplomatic Missions), Ceiling Repairs/Waterproofing and Other Minor Works (Security perimeter, painting, electricals/ plumbing repairs, lighting, etc.) (iv) Copies of Letter of Award of Work indicating cost of project and copies of completion certificates to be submitted in support.

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

6. Performance Security: 3% of the contract value shall be submitted in the form of a Bank Guarantee or certified cheque 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 (Performance Guarantee shall be in format attached or a certified cheque).

7. Tender Security/Bid Security /Earnest Money Deposit: The Applicant must submit with his bid, the Tender Security/Bid Security / Earnest Money Deposit (EMD)/Tender Bond in the sum of 5% of the value of the tender in the form bank transfer/bank draft/pay order/certified cheque in favor of Embassy of India, Tunis. The tender security /EMD / Tender Bond shall remain valid for a period of one hundred eighty (180) days from last date of submission of tender. The Bid Security of unsuccessful bidders will be returned after the award of work while Bid Security of successful bidder will be returned after submission of performance guarantee by the successful bidder.

8. Financial quote & variations: Contractor shall quote his 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 seven (07) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such (07) days period being defined as the mobilization period.

10. Completion: The Period of Completion for the whole of the works is twenty one (21) days calculated from the date of commencement of works.

11. Extension of time (EOT): EOT will be granted by Embassy based on a hindrance report submitted by the Contractor. Hindrance, if any, must be reported to the Embassy within seven (7) days of occurrence. Embassy may/may not agree to the grant of EOT. The Embassy shall grant EOT after approval of the competent authority.

12. Retention Money: 5% of the accepted contract value to be deducted from the running bills. The entire 100% retention money shall be released at the 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 in Tunis.

14. Rejection: Embassy of India 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.

15. Sub-contractors: The Tenderer must submit with his offer a list of names of Sub-Contractors and Specialists he proposes to use on the Works. Embassy of India reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.

16. The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub- Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

Address:

Email:

Fax:

**Notice inviting Tender for selecting contractor for
PLUMBING, CEILING REPAIRS/WATERPROOFING AND OTHER MINOR
WORK AT EMBASSY RESIDENCE**

Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder (To be prepared and submitted by the Bidder)
Section -III	:	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 Guarantee, etc.

1.2 Site visit: Physical visit to the site is advisable to acquaint 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 Embassy of India 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 Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

1.4.1 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 extent, quality, type and character of operations involved in the Works.

1.4.2 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.

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

1.4.4 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 **Tunisian Dinars (TND)** only.

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

1.5 Validity of Bid - The Bid shall remain valid for a period of 90 (Ninety) days from the date of the opening of the bid or up to any mutually extended period.

1.6 Tender and Schedule of Quantities

1.6.1 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.

1.6.2 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.

1.6.3 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.

1.6.4 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.

1.6.5 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.

1.7 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.

1.8 Errors and Rectification:

1.8.1 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.

1.8.2 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.

1.8.3 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.

1.9 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with **"PLUMBING, CEILING REPAIRS/WATERPROOFING AND OTHER MINOR WORK AT EMBASSY RESIDENCE"** which shall have following three sealed envelopes inside:

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

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

1.9.1 The last date of submission of sealed bids is **1700 hrs.** on or before **03.03.2025** in the **'4, Rue Didon, Place Notre Dame, Mutuelleville, Tunis-1001**. Technical bids will be opened AT **(1100 hrs.)** on **(04.03.2025)** in the Office of the Embassy of India. The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India to all Bidders. Tenders received after this date will not be considered.

1.9.2 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.

1.10 Selection process:

1.10.1 Envelope A (Technical bids) will be opened at **1100 hrs.** on **04.03.2025** in the Embassy of India, Tunis. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Tunis.

1.10.2 The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.

1.10.3 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, Tunis.

1.11 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not binding upon the Embassy of India, Tunis. Embassy of India 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.

1.12 Amendments to Tender Document - At any time prior to the date of opening of the tender, Embassy of India 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.

1.13 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact '**Head of Chancery, 4, Rue Didon, Place Notre Dame, Mutuelleville, Tunis-1001.**

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

1.15 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, Tunis as to the meaning of anything connected with the Tender Document.

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

1.16.1 If tenderer sets forth any conditions which are unacceptable to the Embassy of India.

1.16.2 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.

1.16.3 If there is evidence of collusion between Bidders.

1.16.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.16.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.17 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.

1.18 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 of 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, Tunis.

1.19 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.

1.20 Payments:

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

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

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

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

1.21 Embassy of India's right to waive - The Embassy of India, Tunis reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India except that no proposal will be accepted if the preceding statutory documents was not submitted with the tender.

**Tender for selecting contractor
for
PLUMBING, CEILING REPAIRS/WATERPROOFING AND OTHER MINOR WORK
AT EMBASSY RESIDENCE**

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 & 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

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 No alteration shall be allowed in scope of work, unless it is agreed in writing by both parties.

3.3 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.

3.4 Period of completion for the work is twenty one (21) days from the commencement of the works.

3.5 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 @ 0.50% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on daily basis.

3.6 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.

3.7 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. Samples of all materials/equipment would be agreed in advance to ensure quality.

3.8 Contractor shall be responsible for ensuring conformity with all local norms and regulations.

3.9 There shall be no liability of the Embassy of India, Tunis to any Sub- contractors, etc. engaged by the Contractor and that he/she shall be solely responsible for any insurance claim etc. in case of any untoward incident.

3.10 Commencement date of work shall be counted from the 07 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

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

3.11.1 Advance of 10% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Embassy of India, Tunis.

3.11.2 Rest 90% of the bill to be settled at completion of the work after satisfactory certificate issued by Embassy of India. In case, bidder does not wish to avail 10% advance, full payment shall be made at completion of the work after satisfactory certificate issued by Embassy of India

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

3.13 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.

3.14 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 non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Embassy of India, Tunis 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, Tunis.

3.15 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.

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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.

EMBASSY OF INDIA TUNIS

PROPOSED SCOPE OF WORK

S/N	NATURE OF WORK	SCOPE
i.	Ceiling Repairs and Waterproofing	The ceiling of the India House be properly repaired and water proofed. This will involve cleaning, application of chemicals, waterproofing, screeding, corner covings, ensuring proper drainage conduits, etc.
ii.	Master Bedroom	Change door/window to DBL Pane/Sliding
iii.	Master Bathroom	Fixing of drainage/sewage system and drainage system of sink.
iv.	Kitchen	Replacement of 3 wooden windows with Aluminium
v.	Study Room	Commissioning of wooden flooring and fixation of 02 Aluminium Windows.
vi.	Dining Room	Commissioning of Wooden flooring
vii.	Swimming Pool	Convert all stone/tiles to wooden decking and fixation of all broken garden tiles/pathway
viii.	Garden	Installation of rain protection sheet/sheds at roof and Repair of Gazebo in Garden area.
ix.	Reception	Change door/window to DBL pane sliding
x.	Verandah	Fixation of roof
xi.	Exterior	Complete Whitewashing/Painting of exterior area of the Embassy Residence
xii.	Powder Room/Guest Bathroom	Repair of bathroom of Power Room/Guest Room.
xiii.	Miscellaneous	Other minor electrical/plumbing/civil/repairs works (as per requirement)

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Section-V

5. Schedule of Quantity

(To be submitted by the bidder)

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

Note: Please refer to Section-I 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.

No. Tun/862/1/2025
Embassy of India
Tunis

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Section-VI

6. Form of Tender

(To be submitted by the bidder)

TO: Embassy of India, Tripoli

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 authorized to sign tenders for and on behalf of

Address:

Date:

**Tender for selecting contractor
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Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **PLUMBING, CEILING
REPAIRS/WATERPROOFING AND OTHER MINOR WORK AT EMBASSY RESIDENCE**

Name and Address of Beneficiary:

Date:

Whereas M/s (**Name of Contractor with address**) has submitted their tender for **painting, plumbing, ceiling repairs/waterproofing and other minor work in the Embassy Residence** at Tunis for *Embassy of India, Tunis* 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) amounting to **TND _**. 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 **TND _____**.

2. This guarantee is valid for a period of ____ Days and up to (**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 **TND _____**.

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 Libya and shall be subject to exclusive Jurisdiction of the Libyan Courts.

Date:

Place:

Name:

Signature: