

No. Trin/872/12/2016/11

**High Commission of India
Port of Spain**

**TENDER FOR SELECTING CONTRACTOR
FOR
*Embassy Residence Renovation Project***

Section-VII

1. Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: ***Embassy Residence Renovation Project***

Name and Address of Beneficiary: ***High Commission of India, 6, Victoria Avenue, Port of Spain***

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for ***Embassy Residence Renovation Project*** at ***Port of Spain*** for (***Name of the Mission/Post***), and one of the tender conditions is for the ***High Commission of India, 6, Victoria Avenue, Port of Spain*** to submit a Bank Guarantee for Performance Security (5% of contract value-consultant's fee) amounting to (***To be indicated in local currency 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 calculated as 5% of the tendered cost***).

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 (***To be indicated in local currency 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 **Trinidad and Tobago** and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the **Trinidad and Tobago** Courts.

Date: Place:

Name: Signature:

Section-VII

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

Bank Guarantee No.....

Brief description of contract: **Embassy Residence Renovation Project**

Name and Address of Beneficiary: **High Commission of India, Port of Spain, #6 Victoria Avenue, Trinidad W.I.**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Embassy Residence Renovation Project** at **Port of Spain, Trinidad** for **High Commission of India, , Port of Spain** 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 **TT\$ 194,410.00 (VAT Incl.) (To be indicated in local currency or US\$ by the Mission/Post calculated as 2% of the estimated cost of project)**. 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 **TT\$ 194,410.00 (VAT Incl.) (To be indicated in local currency or US\$ by the Mission/Post calculated as 2% of the estimated cost of project)**.

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 (**To be indicated in local currency or US\$ by the Mission/Post calculated as 2% of the estimated cost of project**)

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

Date:

Name:

Place:

Signature:

No. Trin/872/12/2016/11
High Commission of India
Port of Spain

**TENDER FOR SELECTING CONTRACTOR
FOR
*Embassy Residence Renovation Project***

Section-VII

3. Bids Securing Declaration

I/we accept that if I/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:

Section -VIII
Draft Contract/ Agreement for Renovation work at
(High Commission of India, Port of Spain)

The Agreement is to be prepared in three parts as detailed below:

Part-I:- It shall contain all the correspondence with M/s (**name of the Contractor**) commencing from the date of receipt of tenders, Tender Document-Volume-I with front cover and index (as per enclosed Agreement Part-I of III)

Part-II:- It shall contain Tender Document, Volume-II and Tender Document, Volume-III (as per enclosed Draft Agreement Part-II of III)

Part-III:- It shall contain Tender Document Volume-IV along with Tender Drawings (as per enclosed Draft Agreement Part-II of III)

Stamp Paper of requisite amount as per requirement of local laws, may please be procured for signing of the Agreement.

The Agreement shall have two original copies and five duplicate copies. The distribution of the Agreement copies to be made as given below:

1. High Commission of India, Port of Spain	Original Copy (to be kept in safe custody)
2. Contractor	Original Copy (to be kept in safe custody)
3. High Commission of India, Port of Spain	Certified True copy (for working)
4. GEM Division	Certified True copy
5. Project Management Team	Certified True copy

It is suggested to get copies of the Agreement done immediately after signing by both the parties but before binding and sealing of the same because the Photostat copies made after binding will not be proper and convenient. Binding and Sealing of all the three parts needs to be proper.

All the True copies of the Agreement may be certified by the **High Commission of India, Port of Spain, Trinidad and Tobago** before forwarding the same to all concerned. Stamp showing "Certified True Copy" may be affixed on every page of the True Copy.



High Commission of India, Port of Spain, Trinidad and Tobago

Renovation work in Embassy Residence of High Commission of India in Port of Spain, Trinidad and Tobago

Total Parts of the Agreement: Three

Agreement Part I of II

Contract/ Agreement between
The President of the Republic of India
(represented through Ambassador/High Commissioner/
Consul General of India **High Commission of India, Port of Spain**

And

Name of Contractor (along with Full Address)

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Agreement Part- I of III

S. No.	Document	Page No.
1.	Agreement on Stamp Paper (as per local law)	
2.	Letter of Commencement issued vide No.____dated ____ (To be filled by Mission)	
3.	The Letter of Acceptance issued vide No.____dated ____ (To be filled by Mission)	
4.	Tender Document (Vol.-I):The Conditions of Contract	
5.	Copy of Bank Guarantee for Performance Security/Deposit for ____ (Amount) (To be filled by Mission)	
6.	Handing Over of Site by the Employer to the contractor vide No. dated____ (To be filled by Mission)	
7.	Detailed Work Schedule and Payment Schedule as per the conditions of contract	

Stamp Paper
(of values as per Local Bye Laws) **(To be filled by the Mission)**

CONTRACT

This agreement is made the _____ day of _____ 2017 between
The President of the Republic of India acting through-----**(Name to be filled up by the Mission)**, Ambassador/ High Commissioner/ Consul General of India, **(Name of the Mission/Post)** (Address) (Hereinafter referred to as the "Ambassador"/ "High Commissioner" which expression shall unless repugnant to the context, include its successors in office and assigns) of the First Part.

And

M/s **(Name & Address of Contractor)** signed by _____ **(Name to be filled up by Mission)** under the seal of _____ **(Company name to be filled up by the Mission)**

FOR

Renovation work in Chancery/Embassy Residence (Name of the work to be filled up by Mission) in Embassy/High Commission/Consulate General of India, _____”(To be filled by Mission)

The Embassy/High Commission/Consulate of India & the Contractor agree as follows:

1. In this contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:-
 1. The Letter of Acceptance issued vide No. _____ dated ____ **(To be filled by Mission)**
 2. The Letter of Tender issued vide No. _____ dated ____ **(To be filled by Mission)**
 3. Tender Document I-S III Terms and conditions of Contract (Section III)
 4. Tender Document I-S-IV - Scope of work (Section IV)
 5. Tender Document : Document II -Schedule of Quantity/Items(BOQ) for variations
 6. Tender Document : Document III-Financial bid letter (lump sum fixed price quoted on this form)
 7. Tender Document : Document IV-Standard formats for Earnest Money Deposit/Bid Security/Guarantee, etc.
 8. Copy of Bank Guarantee for Performance Security for USD -----**(To be filled by Mission)**

9. The letter of Handing Over of Site issued by the Embassy of India vide No-----
-dated to the contractor vide No. **(To be filled by Mission)**
- 10 Mobilisation Advance.
- 11 Detailed Work Schedule as per the conditions of contract
- 12 Bid Security Declaration/Retention Money/

3. The accepted Contract Value is **(Amount in Local currency)** (Amount in words.....) **(To be filled by Mission)**

4. In consideration of the payments made by the **(Name of the Mission/Post)** to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the **(Name of the Mission/Post)** to execute and complete the work and remedy any defects therein in conformity in all respects with the provisions of the Contract.

5. The **(Name of the Mission/Post)** hereby covenants to pay the Contractor in consideration of the execution and completion of the work and remedying of defects therein the Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Demolition Waste - The Contractor/Company acknowledges that demolition waste is property of the **(name of the Mission/Post)**. The Contractor will remove all Demolition Waste as desired by the **(name of the Mission/Post)**, and dispose off in keeping with local regulations.

7. Provision for Inclement Weather - Time lost due to inclement weather shall be added to the Time of Completion. The Contractor will record time and weather and submit for approval to the **(name of the Mission/Post)**.

"Inclement Weather" means the existence of rain or abnormal climatic conditions (whether these be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working".

8. Site Access: The Embassy shall provide to the Contractor suitable access to the site of property during the period from ___ to ___ **(To be filled by Mission)** between 7.00 AM to 6.00 PM. If for any reason, the **(name of the Mission/Post)** unilaterally decides not to provide suitable access to the Contractor/Company and its workers during these times, the Embassy unconditionally agrees to compensate the Contractor/Company with as many full days to be credited against liquidated Damages for every day lost thereby.

9. Security- The **(name of the Mission/Post)** agrees the Security Risk for the property shall be with the Owner who is solely responsible for security of the site unless otherwise agreed in writing.

10. Insurance - The Contractor has full responsibility for safety and security of the workers etc. i.e., Public Risk, Workers Compensation and Contractors All Risk Insurance. The Embassy would not be responsible in any way for this.

11. Terms of Payments:-

i. (To be filled by the Mission as indicated in the the final Contract)

12. Retention Money/Security Deposit - 10% of accepted contract value to be deducted from running bills, 50% of this retention money shall be released after **180 days** of completion of work. The entire balance retention money shall be released at the end of defect liability period after satisfactory performance of work/workmanship of the work during defects liability period.

13. Liquidated Damages @ 0.5% of accepted contract value per week basis subject to maximum of 10% of contract value to be levied for any delays in the execution of work, attributable to the Contractor.

14. Commencement of works shall be effected within Fifteen(15) days from the date of issue of acceptance letter by Contractor or handing over the site by Embassy of India, whichever is later.

15. **Performance Security Deposit** – Performance Guarantee @5% of contract amount in the form of Bank Guarantee shall be deposited within 15 days of issue of Letter of intent. Letter of award of work shall be issued on receipt of Performance Guarantee. The Performance Guarantee shall be released after sixty (60) days on record of satisfactory practical completion of work.

16. Defect liability period will be 365 days from the date of completion of work. The Contractor shall be responsible to make good and remedy at his own expense within defect liability period in all respect.

17. Completion Period – The renovation work has to be completed within ____ **(To be filled by Mission)** days of award of work.

18. Contractor is liable for damages in work area:

i) The Contractor shall protect from injury/damages from any cause whatsoever all work and supply of any other requisite protection for the whole work executed by him or special damage caused must be made good by the Contractor at his own expenses.

ii) Should the work be suspended by reason of rain, strike, lockouts or any other disturbing cause, the Contractor shall take all precautions necessary for the protection of the work at his own expenses, and shall make good any damage arising from any of the cause.

19. Insurance in respect of damages to persons and property:

i) The Contractor shall be responsible for all injury to persons, animals or thing and damage to structural and decorative works and damage to neighbouring properties, which may arise from the operation or neglect of himself or of any nominated Landscape Contractors or their employees, whether such injury or damage arise from carelessness, accident or any other cause which is in any way connected with the carrying out of this contract. This clause shall be held to include, inter alia, any damage to buildings and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expense arising from any such injury or damage

to persons or property as aforesaid, and also in respect of any claim made in respect of injury or damage under any Act of Govt. Or otherwise, and also in respect of any award or compensation or damages subsequent upon such claim.

ii) The Contractor shall reinstate all damage to property or every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect, and so as to make good or otherwise satisfy all the claims for damage to the property of third parties.

iii) The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party, in respect of anything which may arise in connection with the works or in consequence thereof.

20. Employer Safety Policy: i) Throughout execution of the work, Contractors shall conform to all lawful requirements, which in any case affect or are applicable to the work and shall observe and comply with applicable safety and health rules and regulations.

ii) The safety of the workers employed by the Contractor will be the exclusive responsibility of the Contractor and the Contractor will ensure compliance with all Site Safety regulations in force on the site.

iii) The Contractor will be responsible for the insurance as per the laws of Govt. Of _____, of his workers and employees employed or otherwise present on the site and the Contractor indemnifies the Employer against any claims or suits arising out of any adverse event occurring in the execution of this Contract.

21. Arbitration – In the event of any dispute or difference arising at any time between the parties relating to the construction, meaning or effect of this tender or any other cause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this tender or otherwise in relation to the terms; whether during the continuance of this tender or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations.

It, however, such negotiations are infructuous, Arbitration shall be carried out as per provisions of UNCITRAL. The venue of arbitration shall be New Delhi.

Any reference to arbitration shall be not relieve either party from the due performance of its obligations under this tender.

22. Force Majeure and EOT clause

In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc. Beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under the contract the contractual obligations as far as affected by such event shall be suspended for as long as force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

Signed by:-	Signed by:-
For and on behalf of the Embassy of India in the presence of	For and on behalf of the Contractor in the presence of
Witness-1 Name _____ Address _____ Date _____	Witness-1 Name _____ Address _____ Date _____
Witness-2 Name _____ Address _____ Date _____	Witness-2 Name _____ Address _____ Date _____