No. Bud/872/5/2018 Embassy of India Budapest

NOTICE INVITING TENDER FOR SELECTING SUPPLIER

FOR

SOFA SET ANTIQUE/VICTORIAN STYLE AT INDIA HOUSE AT 1025 BUDAPEST, BUZAVIRAG UTCA 16.

The President of India acting through the *Ambassador* of India in Embassy of India, Budapest requests proposals in sealed envelopes from appropriately authorized and reputed suppliers for "Antique /Victorian Style Sofa set for India House at 1025 Budapest, Buzavirag Utca 16". The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of **HUF 180000**/- or Bid Securing Declaration (BSD), must reach office of S. Ramji, Head of Chancery, Embassy of India, Buzavirag utca 14, Budapest 1025. on or before 1500hrs on 27.06.2022. 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, Budapest at https://www.eoibudapest.gov.in

- 2. The objective of this Notice Inviting Tender is to select an authorized and reputed suppliers for "Antique /Victorian Style Sofa set for India House at 1025 Budapest, Buzavirag Utca.
- 3. Location and description of Property:

1025 BUDAPEST, Buzavirag Utca 16.

- 4. Scope of Work: As per NIT
- **Site visit**: Physical visit to the site is advisable to have a general idea about the extent of goods required and the amount of involvement by the Supplier. Interested firms can visit the site from 0900hrs on 08.06.2022 after prior appointment.
- 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 required 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 1500 hrs 27.06.2022 in the office of S. Ramji, Head of Chancery, Embassy of India, Buzavirag utca 14, Budapest 1025.

Technical bids will be opened on 1600 Hrs on27.06.2022 the Embassy of India. All pages of the submission document must be signed by authorized signatory.

No. Bud/881/1/2022 Embassy of India Budapest ***

NOTICE INVITING TENDER FOR SELECTING SUPPLIER

FOR

SOFA SET ANTIQUE/VICTORIAN STYLE AT INDIA HOUSE AT 1025 BUDAPEST, BUZAVIRAG UTCA 16.

Tender Documents

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 Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII)**/
Bid Securing Declaration (BSD) (Section-VIII)**

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

No. Bud/872/5/2018 Embassy of India Budapest

NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR

WHITE WASHING OF INDIA HOUSE AT 1025 BUDAPEST, BUZAVIRAG UTCA 16.

Invitation to Tender

1. The President of India acting through the *Ambassador* of India in Embassy of India, Budapest invites Lump-sum Fixed Price Tender for supply of **SOFA SET ANTIQUE/VICTORIAN STYLE AT INDIA HOUSE AT 1025 BUDAPEST, BUZAVIRAG UTCA 16.** 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 | Form of Tender (Lump sum price to be quoted on this form by Bidder) | |
| Document- III | Schedule of Items | |
| Document- IV | Conditions of contract including standard formats for BG/ Guarantee, etc. | |

- 2. The last date of submission of sealed bids is 1500 hrs on 27.06.2022 in the office of S. Ramji, Head of Chancery, Embassy of India, Buzavirag utca 14, Budapest 1025. Technical bids will be opened on 1600 hrs on 27.06.2022 in the Embassy of India, Budapest. Any Tender received after this date and time will not be considered.
- **3.** Technical bids will be opened on 1600 hrs on 27.06.2022 in the Embassy of India, Budapest. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Budapest.
- **4.** The Tender shall remain valid for a period of Ninety (90) 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 supplying sofa sets in Hungary in the Diplomatic property of the Embassy of India, Budapest.
- **5.2 Similar supply**: The Tenderer must have satisfactorily completed (i) one similar supply of value of **HUF 7200000/-** (ii) two similar supplies of value of **HUF 5400000/- or** (iii) three similar supplies of value of **HUF 3600000/-**.
- **6. Defects Liability Period**: Defects Liability period will be twelve months from date of supply of sofa set.
- **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.
- **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 suppliesas 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 supply shall be effected within Fifteen (60) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 60 days period being defined as the mobilization period.

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- **10. Mobilisation Advance**: 10% of contract amount and up to maximum of 30% against equivalent Bank Guarantee.
- **11. Retention Money**: 5% of contract amount for 12 months i.e., till the Defect Liability Period is over.

12. 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 as described in clause 15, 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 Embassy of India, Budapest.

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.

Section-III

1. Terms and Conditions of Contract

- **1.1** 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.
- **1.2** Quoted price shall be exclusive of VAT. The quoted price should include lump sum charges for Labour/transportation and civil supplies required/ necessary, if any, for complete installation.
- 1.3 Period of delivery for the work is 60 days.
- **1.4** 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% of contract amount per day limited to maximum 10% of contract amount. This shall be computed on per day basis.
- **1.5** 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.
- **1.6** 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.
- **1.7** Commencement date of work shall be counted from the 60 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.
- **1.8** Payment:- Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:
 - **1.8.1** Advance of 30% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Name of Mission;
 - **1.8.2** Running Account (RA) Bills for 55 % of accepted tender cost in stages as per payment schedule;
 - **1.8.3** 10% of accepted tender cost after completion of work in all respects;
 - **1.8.4** 5% of accepted tender cost after handing over to the Embassy of India, Budapest 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, Budapest 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.
- **1.9** No escalation on rates due to delay in supplies shall be admissible.
- 1.10 Each RA bill payment shall be made for at least 4% of physical progress.

Section-V

1. Schedule of Quantity

(To be submitted by the bidder)

| Sl No. | Nature of supplies | C | Quantity | Cost |
|--------|--------------------|---|----------|------|
| 1. | | | | |

Note: Please refer to Section-I of the document

- **1.1** 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.
- **1.2** 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.
- **1.3** 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.
- **1.4** 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.
- **1.5** No extra cost shall be entertained and payable if any additional information or detail is provided later for delivery of the supplies as specified in the tender documents.

- **14. Rejection**: Embassy of India, Budapest 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 Sub-Contractors and Specialists names he proposes to use on the supplies of the goods. Embassy of India, Budapest 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 bid-pack Contractors employed on the Suppliescoordinating 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.

Section-IV

1. 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.

'SOFA SET ANTIQUE/VICTORIAN STYLE AT INDIA HOUSE AT 1025 BUDAPEST, BUZAVIRAG UTCA 16.'

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 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-VIII)

- **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 Embassy of India, Budapest 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 or Online payment to MKB Bank Zrt, Embassy of India, 1025 Budapest Buzavirag Utca 14, HUF Bank Account Number: 10300002-50118510-71003286 amounting to **HUF 180000**/- or Bid Securing Declaration (Section-VIII).
- **1.4.2** The bidder shall submit either Section-VII or Section-VIII.

- **1.4.3** Failure to honor the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.
- **1.5 Pre-bid meeting:** A pre-bid meeting is scheduled at 1500 hrs on 08.06.2022 in the Embassy of India, Budapest. Interested bidders may contact the office of S. Ramji, Head of Chancery, Embassy of India, Buzavirag utca 14, Budapest 1025 to attend the pre-bid meeting.
- **1.6 Lump Sum Fixed Price Tender** This is a LUMPSUM FIXED PRICE TENDER with extent of supplies as indicated in scope of works.
- **1.6.1** 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 supplies.
- **1.6.2** 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.
- **1.6.3** The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.
- **1.6.4** 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 **HUF** only.
- **1.6.5** In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.
- **1.7 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.

1.8 Tender and Schedule of Quantities:

- **1.8.1** 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.
- **1.8.2** 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.
- **1.8.3** 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.
- **1.8.4** 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.

- **1.8.5** No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the suppliesas specified in the tender documents.
- **1.9 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.

1.10 Errors and Rectification:

- **1.10.1** 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.
- **1.10.2** 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.
- **1.10.3** 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.
- 1.11 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with (SOFA SET ANTIQUE/VICTORIAN STYLE AT INDIA HOUSE AT 1025 BUDAPEST,

BUZAVIRAG UTCA 16.) for Embassy of India, Budapest 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*".

- **1.11.1** The last date of submission of sealed bids is 1500hrs on 27.06.2022 in the office of S. Ramji, Head of Chancery, Embassy of India, Buzavirag utca 14, Budapest 1025.
- **1.11.2** The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India, Budapest to all Bidders. Tenders received after this date will not be considered.
- **1.11.3** 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.

1.12 Selection process:

- **1.12.1** Envelope B (Technical bids) will be opened on 1600 hrs on 27.06.2022 in the Embassy of India, Budapest. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Budapest.
- **1.12.2** The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.
- **1.12.3** 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, Budapest.
- **1.13 Conditional Acceptance of the Tender** The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Budapest. The Embassy of India, Budapest 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 supplies or any part of it.
- **1.14 Amendments to Tender Document** At any time prior to the date of opening of the tender, the Embassy of India, Budapest 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, Budapest.
- **1.15 Clarification**: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact S. Ramji, Head of Chancery, Embassy of India, Buzavirag utca 14, Budapest 1025.
- **1.16** All information requested by and supplied to one bidder will be supplied to all bidders.
- **1.17** 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, Budapest as to the meaning of anything connected with the Tender Document.
- **1.18 Disqualification of Tender** Tenderer may be disqualified for any reason including but not limited to the following:
 - **1.18.1** If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Budapest.
 - **1.18.2** 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.
 - **1.18.3** If there is evidence of collusion between Bidders.

- **1.18.4** If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
- **1.18.5** If Bid price is disclosed or become known before opening of Financial Bid.
- **1.19 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 supplies and in Form of Tender shall be exclusive of Value Added Tax.
- **1.20 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, Budapest.
- **1.21 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.

1.22 Payments:

- **1.22.1** All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Embassy of India, Budapest.
- **1.22.2** The detailed supply schedule and the payment schedule would be furnished by the Contractor to the Embassy of India, Budapest who will approve it before it forms part of the agreement.
- **1.22.3** However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Embassy of India, Budapest, the progress payment shall be made by the Embassy of India, Budapest on the basis of evaluation of supplies.
- **1.22.4** All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.
- **1.23** Embassy of India, Budapest's right to waive The Embassy of India, Budapest reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Budapest 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.

- **1.11** 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.
- **1.12** 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 non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Embassy of India, Budapest 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, Budapest.
- **1.13** 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.

Section-VI

1. Form of Tender

(To be submitted by the bidder)

TO: Ambassador of India in Embassy of India, Budapest.

We have examined tender conditions for the above-named supplies and have inspected the site and general conditions under which the Suppliesare to be carried out. We offer to execute and complete the Supplies 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 Supplies as soon as is practicable and complete the Supplies 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: |

Section-VII

| . Bank Guarantee Proforma | for Earnest Money | Deposit/Tender | Security |
|---------------------------|-------------------|----------------|----------|
|---------------------------|-------------------|----------------|----------|

Bank Guarantee No......

Brief description of contract: (Name of the Project)

Name and Address of Beneficiary: (Name of the Mission/Post, address)

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 to HUF 180000/-. 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 HUF 180000/-.

- 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 *HUF 180000/-*.
- 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: | Place: |
|-------|------------|
| Name: | Signature: |

Section-VIII

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

1. 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: | Place: | |
|-------|------------|--|
| Name: | Signature: | |