



High Commission of India, Nicosia

INVITATION OF TENDER

1. The High Commission of India, Nicosia for and on behalf of President of India, invites lump-sum tenders from reputed companies registered for undertaking works in Cyprus for construction of two office spaces (02 rooms) on the ground floor/basement and one washroom on the ground floor of the Chancery premises of High Commission of India at No.3, Indira Gandhi Street, Montparnasse Hill, PO Box No.25544, Engomi 2413, Nicosia, Cyprus through 'Design & Built' contract.

2. Tenderers who fulfil the following requirements shall be eligible to apply. These criteria are indicative. Exact details are available in tender documents.

(i) Experience of having satisfactorily completed three similar works, each costing not less than €20,000, or two similar projects costing not less than €30,000, or one similar project costing not less than €40,000 during the last five years ending last day of the month previous to the one in which this tender is being invited. The above cost is excluding VAT. The works that will be mentioned must be in Cyprus and/or overseas.

(ii) Should have average annual financial turnover of Euros 25,000 (excluding VAT) during the last five years. This should be duly audited by a Chartered Accountant.

(iii) Should have bank solvency of Euro 20,000 excluding VAT certified by their banker

3. Tender documents may be obtained on or after 17 July 2023 from-

**High Commission of India
No. 3, Indira Gandhi Street,
Montparnasse Hill, P. O. Box 25544,
Engomi-2413, Nicosia**

4. The last date of receipt of application to purchase tender documents will be on 31 July 2023.

5. **Tender Security/EMD:** The Tenderer must submit with his Tender the Tender Security / Earnest Money Deposit (EMD)/Tender Bond for the sum of Euros 1000. EMD/Tender Bond shall be acceptable by bank transfer/bank draft/pay order in favour of High Commission of India, Nicosia or bank guarantee. The other terms and conditions related to the EMD/Tender Bond shall remain same as mentioned in the tender document. The tender security /EMD / Tender Bond shall remain valid for a period of One hundred and Eighty (180) days from last date of submission of tender. Any tender received without EMD will be summarily rejected.

6. Tender documents supported with prescribed annexures should be submitted in sealed envelope, duly superscribed with the name of work and the date of opening. The document will be received up to 4.00 PM on 07 August 2023 at the High Commission of India, 3 Indira Gandhi Street, Montparnasse Hill, Engomi, 2413 Nicosia and technical bids will be opened on the same day at 4.30 PM.

7. If any information furnished by the applicant is found incorrect at a later stage, he/she shall be liable to be debarred from the tendering process. The High Commission of India, Nicosia reserves its right to verify the particulars furnished by the applicant independently.

8. The High Commission of India, Nicosia reserves the right to reject any prospective applicant without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it.

9. The tender notice is also published on High Commission of India's website <http://hci.gov.in/nicosia/>.


Head of Chancery
High Commission of India

Subhash C. Kain
Second Secretary (HOC)
High Commission of India
Nicosia (Cyprus)

Government of India
High Commission of India
Nicosia (Cyprus)

INVITATION TO BIDDERS

Name of Works: Construction of two office spaces (02 rooms) on Ground floor/Basement and one Washroom on Ground floor at Chancery premises of High Commission of India, Nicosia.

The High Commission of India, Nicosia, on behalf of the President of India invites lump-sum Fixed Price Tender for ***Construction of two office spaces (02 rooms) on the ground floor/basement and one Washroom on Ground floor of the Chancery premises of High Commission of India at No.3, Indira Gandhi Street, Montparnasse Hill, PO Box No.25544, Engomi-2413, Nicosia, Cyprus through 'Design & Built' contract.***

The lump-sum Fixed Price/Amount shall be on the basis of following tender documents.

Technical Bid Document:

Document – I	Press Notice, Invitation to Bid, Instruction to Bid, Scope of Work & Eligibility Criteria (Section I-VII)
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Financial Bid Document:

Document - II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document - III	Schedule of Items as per Annexure -A
Document - IV	Conditions of contract including standard formats for BG / Guarantee etc.

1. The tender can be obtained from Office of the **High Commission of India, No.3, Indira Gandhi Street, Montparnasse Hill, PO Box No.25544, Engomi-2413, Nicosia, Cyprus.**
2. The Tender shall be submitted in a Sealed Cover containing three sealed envelopes (as per Instructions to Bid) before **04.00 p.m. on or before 07 August 2023** in the Office of **Head of Chancery, High Commission of India at No.3, Indira Gandhi Street, Montparnasse Hill, PO Box No.25544, Engomi-2413, Nicosia, Cyprus.** Any Tender received after this date and time will not be considered. Technical Bid shall be opened on the last day of submission at **04.30 p.m.**
3. The Tender shall remain valid for a period of **180 days** from the date of opening or any extended period.

4. The value of Earnest Money Deposit (EMD) will be **Euro 1000** and shall remain valid for a period of One hundred and twenty (120) days with effect from the last date stated in Paragraph (2) above or any extended period.
5. The value of the Performance Security shall be Five Percent (5%) of the Contract Price.
6. Tenderer / Contractor shall quote his Lump-sum Fixed Price Amount based on the enclosed **Scope of work in Annexure -A**. The Contractor shall note that quantities shall not form part of the agreement and he shall complete all the works as defined in the Scope of Work. The Contractor shall complete all the works as stated above irrespective of the quantities / details since these will not form part of the agreement however the unit rates quoted there for items shall be used for working out the variations as per tender conditions.
7. Commencement of the works shall be effected **15 days** from the date of issue of acceptance letter of intent.
8. The Retention Money will be deducted @ Five Percent (5%) of the value of the executed works limited to Five (5) % of Accepted Tender Cost. Retention Money release shall be regulated as per terms and condition of the agreement.
9. The Period of Completion for the whole of the works is **45 days** calculated from the 15th day from the date of issue of acceptance letter of intent. Such 15 days period being defined as the mobilization period.
10. The amount of Liquidated Damages payable by the Contractor to the Employer will be calculated @ 0.5% of accepted contract amount per week to be computed on per day basis. The total amount of liquidated damage shall be limited to 10% of Accepted Tender Cost.
11. The Defect notification period shall be Three Hundred Sixty Five (365) days.
12. The Employer will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
13. The Tenderer must submit with his offer a list of Sub Contractors and Specialist names he proposes to use on the Works.
14. The High Commission , however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause.
15. The successful Tenderer shall be responsible for co-ordinating his work with various Sub-contractors and other bid-pack Contractors employed on the Works co-ordinating his work between various trades, obtaining all the necessary information from subcontractors for the purpose of the overall programming of his works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.

Address:

High Commission of India,
No.3, Indira Gandhi Street,
Montparnasse Hill, PO Box No.25544,
Engomi-2413, Nicosia, Cyprus
Fax: 00357-22352062

Tender for work:- Construction of two office spaces (02 rooms) on the Ground floor/Basement and one Washroom on Ground floor of the Chancery premises at High Commission of India, Nicosia.

Section -I

INSTRUCTION TO BIDDERS
INSTRUCTION TO BID

Name of Works: Construction of two office spaces (02 rooms) on the Ground floor/Basement and one Washroom on Ground floor of the Chancery premises.

1. All definitions set forth in the Conditions of Contract or in Other Tender Documents are applicable to the Tender offer.

2. The Tender Documents comprise:

A) Technical Bid Document:

Document - I : Press Notice, Invitation to Bid, Instruction to Bid, Scope of Work & Eligibility Criteria (Section I-VII)

B) Financial Bid Document:

Document - II : Form of Tender
(Lump sum price to be quoted on this form by Bidder)

Document – III : Schedule of Items as per Annexure -A

Document – IV : Conditions of contract including standard formats for BG / Guarantee etc.

3. The High Commission of India will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submission of his Tender.

4. This is a LUMPSUM FIXED PRICE TENDER with Extent of work as defined in the Scope of Work enclosed. The Tenderer shall examine the Tender Documents and all Addenda (if any) before submitting his Tender and shall become fully, informed as to the extent, quality, type and character of operations involved in the Works and shall visit and acquaint himself with the Site of the Works. No consideration or compensation will be given for any alleged misunderstanding of the articles to be furnished.

5. Bidders are required to quote Lumpsum prices on "Form of Tender". Contractor shall satisfy himself about the quantities in Scope of Work in Tender Document. They are free to add/delete items, change quantities which are needed for completion of the job. These quantities shall not form

part of the agreement, however, the unit rates quoted shall be used for variation if any.

6. All Tender documents (Documents – I to Document – VIII) must be returned properly filled in and completed in all respects in accordance with the conditions and Provisions of the Tender Documents. No alteration shall be made by Bidders to the Tender Document unless otherwise permitted.
7. The Lumpsum Fixed Price / amount and rates for variations must be quoted both in figures and words in local official currency only. In case of any discrepancy between figures or words, the amount or rates quoted in words shall be taken to be correct for this tender.
8. The Lumpsum Fixed Price / amount shall be submitted according to the "Form of Tender", with suitable entries, including appropriate signatures, made in all blank spaces. The form shall not be altered. The Tenderer shall strictly comply with all the conditions stated in the Tender Documents. The Form of Tender must be signed by a person or persons authorized to sign the Tender and shall be dated. Evidence or signature authority, such as a Power of Attorney, shall be provided with the Tender. The unit rates quoted in the tender documents shall be used towards variation as per the tender conditions. **Decision on bid will be taken based on the final price quoted on the Form of Tender.** Any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid. The rates on schedule of quantity or elsewhere shall be adjusted in the ratio to match with quoted Final price on the form of tender.
9. The Tenderer must submit with his Tender an Earnest Money Deposit (EMD) / Tender security to Employer in the form of a demand draft drawn on any acceptable Bank or a Bank guarantee in favour of **High Commission of India, Nicosia**. The EMD must be valid for 180 days and shall be as per the **proforma annexed** with tender documents. The EMD of unsuccessful bidder will be returned after the award of work while EMD of successfully bidder can be adjusted against Performance Security at discretion of the High Commission.
10. The Tender shall be submitted in sealed envelopes as described below:-

Envelope "A" Earnest money Deposit (EMD) /Tender Security
Envelope "B" Technical Bid Documents
Envelope "C" Financial Bid Document

And addenda or other enclosures as required in the tender.

The envelopes containing "A", "B" & "C" of offers shall be duly superscribed with above titles and "Description of work". The envelopes A, B and C to

be put in another sealed envelope with the name of work written on top. The envelope "A" containing EMD shall be opened first and only those bidders who have fulfilled the requirements of the EMD will have the Technical part (Envelope B) of their bid opened and only those Bidders who have fulfilled the requirements of the Technical information Envelope "B" shall have the Envelope "C" of their Bid opened. The decision of employer in this regard shall be final and binding on the tenders.

11. In case the tender is not decided during validity period of tender i.e. within 180 days from date of opening of tender. The employer may request to extend the bidder(s) to extend the validity of tender and Earnest money/tender security deposit for a further specified period beyond 180 days. Bidder(s) shall be at liberty to extend the validity of tender and Earnest money Deposit for the specified period or withdraw from tender. Once the validity is extended in writing by bidder(s), they will not be permitted to withdraw from tender. If bidder(s) withdraws his offer in between, the High Commission shall be at liberty to forfeit the EMD absolutely.
12. The Performance Security / Performance Guarantee made out to the value of five Percent (5%) of the Accepted Contract Price in the form of Bank Guarantee shall be submitted as described in the conditions of contract.

The Performance Security Bank Guarantee shall remain valid for the complete defects liability period to cover the execution and defect notification period of the works as a Guarantee to secure the proper carrying out, the handing over and maintenance of the works and recovery of compensation of such other sums that may become due to the High Commission from the Contractor under the terms of the Contract and shall not have been paid by him on demand. Without submission of Performance Security, Contract shall not be signed.

13. Without prejudice to anything contained in the foregoing paragraphs, the Contractor shall always maintain the Performance Security Bank Guarantee at the full amount until the date of issuance of the Defects Liability Certificate in accordance with the terms and conditions of the contract. If the Contractor fails to maintain the Performance Security in the full amount, the Employer may by registered letter sent to the Contractor, terminate his employment under the contract without necessity for any legal or other formality or reference to judicial proceedings.
14. The acceptance of the Tender shall be conditional and not finally binding upon the Employer until the Performance Security Bank Guarantee has been duly provided and the actual contract signed between the Employer and the contractor. Should the Contractor fail to sign the contract within the stipulated time or to provide the Performance Security Bank Guarantee within the period allowed or for any other reason withdraw his participation in the Tender, the High Commission may withdraw his 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 and thereupon the amount of Earnest Money Deposit(EMD) / Tender security shall be confiscated by the Employer without any necessity for any legal or other formality or reference to judicial proceedings of proof of damage and without prejudice to the right of the Employer. No payment shall be released to the Contractor unless the agreement is signed.

15. Any further information or clarification which the Tenderer may require in order to complete his Tender or **for site visit** may be obtained from **Mr. Subhash C. Kain, Head of Chancery or Mr. VR Ashok, Attache, Tel. No.25351741, Email: hoc.nicosia@mea.gov.in & admin.nicosia@mea.gov.in.** All information requested by and supplied to one bidder will be supplied to all bidders.

16. At any time prior to the date of opening of the proposals the High Commission may issue an addendum in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this acknowledged and so noted in the space provided in the Tender.

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

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

18. Tender may be disqualified for any reason including, but not limited to the following:

- a) If Tenderer sets forth any conditions which are unacceptable to the Employer.
- b) 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.
- c) If there is evidence of collusion between Bidders.
- d) If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
- e) If Bid price is disclosed before opening of Financial Bid.

19. *(i) 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 shall be exclusive of input Value*

Added Tax. Amount for output Value Added Tax shall be incorporated in Summary of Bid as specified therein.

In addition, Bidders must obtain all relevant information from the relevant Authorities concerning all details and costs in respect of temporary services, deviation of traffic, construction of temporary footpaths and pedestrian walkways, closing part of the road and pavement, temporary electrical, water, telephone connections, etc. and shall allow for same in their Bids.

(ii) If the bidder fails to quote separately for VAT in the Main Summary of the bidding document as instructed, his bid price shall be deemed to be inclusive of VAT and no adjustment will be made to his price in respect thereof.

20. Scope of Work

Scope of Work is enclosed in the Tender Documents as Annexure 'A'. Tenderers / Contractors are requested to quote the rates of individual items. In case, the Tenderer feels that any item is left out and is required for completion of the work, the same can be added in the schedule of items with full nomenclature of the item. Tenderer / Contractor shall satisfy himself of the quantities given in the schedule of quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project. The Tenderer / Contractor may add to or deduct items, quantities to the items, supplied in Schedule of Quantity as per the scope of the work, drawings and specifications provided in the tender document. As already clarified, the quantities in Schedule of Quantity shall not form part of the agreement and in no way have any bearing of the completion of the work as defined in the tender documents, however, the rates quoted shall be used for variation. It shall be the responsibility of the Contractor to satisfy himself of the completion of the documents for the scope of work given to him. Nothing extra shall be payable if any additional information or detail is provided later on for carrying out the works stated in the documents.

21. Contractor shall be deemed to have read carefully all the Tender Documents, Scope of Work and acquainted himself with the work by visiting the site. The quoted Lump-sum price is inclusive and complete in all respect to make buildings functional as per the standard of the High Commission of India's work.
22. Lump-sum Fixed Price / Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L-I bidder.

23. Payment:

Running Account (RA) Bills for 5% of accepted tender cost upto 90% may be made for every 5% progress of work by value. Remaining 10% shall be released

on successful completion of work as certified by Employer. 5% Retention money shall be deducted from each RA Bill. All permissible deductions shall be affected during the settlement of Running Account Bills.

Tender for work: Construction of two office spaces (02 rooms) on the Ground floor/Basement and one Washroom on Ground floor of the Chancery premises of High Commission of India, Nicosia.

Section -II

Introduction and Credentials of Bidder (To be submitted by the bidder)

Note : This may 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

Terms and Conditions of Contract

Terms and conditions of contract:-

- (i) Quoted price is final fixed lumpsum 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.
- (ii) Quoted price shall be exclusive of VAT.
- (iii) Period of completion for the work is 45 days. Liquidated damage shall be levied on contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damage shall be calculated @ 0.5% of contract amount per week limited to maximum 10% of contract amount. This shall be computed on per day basis.
- (iv) Defects liability period shall be 365 days 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. For water proofing work the guarantee for the work shall be 10 years from date of completion.
- (v) Performance Bank Guarantee(PBG):- 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 and Contract shall be signed on receipt of performance guarantee. The performance guarantee shall be released on completion of Defective Liability Period.
- (vi) Commencement date of work shall be counted from the next day of Issue of letter of award or from the date of handing over of site whichever is later.
- (vii) Retention money:- Retention money @ 5 % of contract amount from each bill for payment shall be deducted. 50% of retention money shall be released on record of practical completion of the work against equivalent bank guarantee. The entire balance retention money shall be released at the end of defects liability period after satisfactory performance of work / workmanship of the work during defects liability period. The retention money can be converted in Bank Guarantee of equivalent amount.
- (viii) Contractor's all risk policy:- A suitable Contractor's all risk policy shall be obtained by contractor at his own expense as per the prevailing local practice/local law before commencement of work. Mission shall be indemnified from any mishappening/accident at site.

(ix) Workmen Compensation policy:- A suitable Contractor's all risk policy as per prevailing local practice/local law shall be obtained by contractor at his own expense before commencement of work. Mission shall be indemnified from any mishappening/accident at site.

(x) No escalation on rates due to any reason shall be admissible.

(xi) 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 items. Sound engineering practice should be adopted in all items of work execution.

(xii) Contractor is bound to complete the work once they deposit the performance bank guarantee and signs the contract agreement. In case of non-completion of work or showing no intention to complete the work within stipulated time of completion of work or within approved extended time of completion of work, the mission shall be at liberty to forfeit retention money, performance guarantee and any other dues of contractor available with department.

(xiii) Contractor is also bound to rectify / replace the defective item of work or workmanship which may come to notice during defects liability period or within the guarantee period of water proofing work at his own risk and cost. In case of non-compliance of removal / rectification/ replacement of defective item of work or workmanship, the employer 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 Employer.

(xiv) On completion of work, contractor shall submit all equipment manuals, guarantee cards, specifications etc. The final bill of work shall be paid only of completion of work and depositing all documents as above.

Tender for work: Construction of two office spaces (02 rooms) on the Ground floor/Basement and one Washroom on Ground floor of Chancery premises of High Commission of India, Nicosia.

Section -IV

Scope of Work

(To be defined by the Mission)

The overall Scope of Work which comprises the following items:

- (a) *Construction of office rooms of size 6.50m X 3.00m on Ground Floor and 3.00m X 3.00m on Basement respectively of the Chancery premises. Construction of one Washroom of size 3.00m x 2.00m on Ground Floor of Chancery. In addition, schedule of items required as per drawings are required to be prepared and submitted as Annexure A.*
- (b) *Execute all construction and interior works required.*
- (c) *Handover the rooms after completion along with as-built drawings and a completion certificate adhering to quality and quantity as per the contract, to the Mission.*

Annexure A

Tender for work: **Construction of two office spaces (02 rooms) on the Ground floor/Basement and one Washroom on Ground floor of the Chancery premises of High Commission of India, Nicosia.**

Section -V

Schedule of Quantity

(To be submitted by the bidder)

Eligibility Criteria
(Based on the scope of work)

The Tenderer (applicant) should have valid permit / registration from a competent local authority for carrying out building works in Nicosia.

The Tenderer (applicant) should have satisfactorily completed three similar works each costing not less than **Euro 20000/-** or completed two similar works each costing not less than **Euro 30000/-** or one similar work costing not less than **Euro 40000/-** during the last 5 years ending last day of the month previous to the one in which applications were invited. ***The above costing is excluding. VAT.***

Similar works means – Building of Reinforced Cement Concrete framed structures including all utility services for Diplomatic Buildings / Buildings of International Importance, office buildings, Hotels, Shopping Malls, Apartment complex etc.

- a) The Tenderer (applicant) should have had average annual financial turn-over of **25000/-** (excluding VAT) on Construction works during the immediate last three consecutive financial years. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- b) The Tenderer (applicant) should not have incurred any loss in more than two years during the last five consecutive financial years. This fact shall be duly certified by the Chartered Accountant.
- c) The Tenderer (applicant) should have solvency of **Euro 20000/-** certified by their banker.
- d) The Tenderer (applicant) should own construction equipment required for the proper and timely execution of work. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposes to hire.
- e) The Tenderer (applicant) should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The Tenderer (applicant) should submit a list of these employees stating clearly how these would be involved in this work.

Tender for work: Construction of two office spaces (02 rooms) on the Ground floor/Basement and one Washroom on Ground floor at Chancery Premises of High Commission of India, Nicosia.

Section - VI

Form of Tender

(To be submitted by the Bidder in following format)

To: The High Commissioner

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 **Fixed Price Lump Sum** of: _____ **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: _____

In the capacity of _____

Duly authorized to sign tenders for and on behalf of

Address:

Date: _____

Tender for work: Construction of two office spaces (02 rooms) on the Ground floor/Basement and one Washroom on Ground floor at Chancery Premises of High Commission of India,Nicosia

Section - VII

Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract: **Construction of two office spaces (02 rooms) on the Ground floor/Basement and one Washroom on Ground floor of the Chancery premises.**

Name and Address of Beneficiary:- ***High Commission of India, No.3, Indira Gandhi Street, Montparnasse Hill, PO Box No.25544, Engomi-2413, Nicosia, Cyprus.***

Date:

Whereas M/s (Name of Contractor with address)_____ have submitted their tender for Name of work : Construction of two office spaces (02 rooms) and 01 Toilet in the open area on the basement of the Chancery premises at No.3, Indira Gandhi Street, Montparnasse Hill, PO Box No.25544, Engomi-2413, Nicosia, Cyprus for High Commission of India in Cyprus, 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 **Euro 1000/-**. 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 Local **Euro 1000/-**.

This guarantee is valid for a period of **180 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.

Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **Euro 1000/-**.

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***)_____.

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.

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

Date: _____

Signatures_____