

Section I: INVITATION TO TENDER

**The Government of the Republic of India
C/o High Commission of India – Mauritius
6th Floor, LIC Building
John Kennedy Street
Port Louis, Mauritius**

Supply and Installation of 2 Water Desalination Plants

The High Commission of India is herewith inviting you to submit your best tender for the above equipment which comprises Supply of the aforementioned equipment at Phoenix, Mauritius and installation of the said equipment at Outer Islands, to be specified later. The technical specifications of the said equipment are more fully described in the enclosed Schedule of Requirements.

1. Tender documents shall be obtained from the High Commission of India, Port Louis
2. The two bid system will be followed for this tender. In this system bidder must submit his offer in two separate sealed envelopes as explained below:

Envelope No. 1: "Technical Bid" shall contain:

- a. Earnest Money Deposit (EMD) to Employer equal to 5% of the tendered cost in the form of a demand draft drawn on any acceptable Bank or a Bank guarantee in favour of Employer (High Commission of India). This EMD must be valid for **180 Days** and shall be as per the **proforma annexed for Tender Security** 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 retention money at discretion of Employer.
- b. Duly filled Technical Bid with proper seal and signature of authorised person on each page of the bid submitted. The person signing the bid should be the duly authorised representative of the firm/ company whose signature should be verified and certificate of authority should be submitted. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be annexed to the bid.
- c. Self-Attested copy of VAT Registration number, Registration certificate, as applicable.
- d. A certificate by the auditor/ CA/ CS indicating the turnover of the firm should be enclosed.
- e. All documents related with Firm Registration/ Partnership Deed/ Articles of Memorandum of Association or Proprietorship Deed, Certificate of Incorporation should be attached.
- f. Relevant ISO certificate.
- g. Only the authorised distributors/ resellers are allowed to bid for the items mentioned in the tender document. The specific authorisation letter from Principal/s clearly indicating that the bidder is competent to sell & provide services for the items mentioned in the Scope of Supply given in this tender document should be enclosed.
- h. The detailed technical specification, make & model and compliance to the Schedule of Requirement should be provided in the technical bid.

- i. Undertaking to the effect that all the tender terms & conditions are acceptable to the bidder.
- j. Undertaking to the effect that a Performance Bank Guarantee (PBG) of 10% of the order value will be submitted within 7 (seven) days of the receipt of Supply Order from the High Commission of India.
- k. Other related documents, mentioned in the tender document but not listed here.

Envelope 2: "Commercial Bid" shall contain:

- a. Price schedule completed in all respects with proper seal and signature of authorised person.
- b. Both the technical bid and commercial bid envelopes should be sealed separately and clearly marked as "Envelope no. 1 - Technical Bid" and "Envelope no. 2 - Commercial Bid" both the sealed envelopes should be placed in third larger envelope clearly mentioning "Technical Bid & Commercial Bid" for Supply of the aforementioned equipment at Phoenix, Mauritius and installation of the said equipment at Outer Islands and addressed to:

**High Commission of India, Mauritius
6th Floor, LIC Building
John Kennedy Street
Port Louis, Mauritius**

Please write the **tender number** on each envelope and seal all the envelopes.

3. The Tender shall be submitted before **1500 hrs** on or before **15 February 2016** at the **High Commission of India**. Any Tender received after this date and time will not be considered. Tender shall be opened on the last day of submission i.e. **15 February 2016 at 1530 hrs**.

4. Pre-Bid Meeting: A pre-bid meeting for all bidders will be held on **18 January 2016** at a mutually convenient time. Bidder's queries should be submitted in writing to the Employer/Consultant and should be received at the latest 5 days before the pre bid meeting. Maximum 2 (Two) participants per bidder will be allowed to participate in the Pre – Bid Meeting No queries will be accepted or answered thereafter.

5. The bid can be submitted in person or through post/ courier (High Commission of India shall not be responsible for any postal delays resulting in disqualification/ rejection of any bid) so as to reach on or before the due date and time. The bidders' authorized representative (maximum two) can attend the bid opening/s.

Opening of technical bids

6. Technical bid will be opened on **15 February 2016 at 1530 hrs** at:

**High Commission of India, Mauritius
6th Floor, LIC Building
John Kennedy Street
Port Louis, Mauritius**

The representatives of bidders may choose to attend the opening of the technical bids. In case bidder requires any clarifications / information they may contact the High Commission address given above.

7. The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the short listed bidders shall be considered for further processing (technical evaluation).

8. Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

Note: Please do not put "Commercial Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected.

Opening of commercial bids

9. Commercial bids of the short listed bidders only will be opened, in the presence of the bidders or their authorized representative, who choose to attend, at the **time place and date** to be informed later.
10. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.
11. The bidder's name, bid prices, discounts and such other details considered as appropriate by High Commission of India, will be announced at the time of the opening of the bids.

(Technically accepted competitive bids ONLY will be considered for the opening of Commercial Bids).

12. The Tender shall remain valid for a period of **One Hundred Eighty (180)** days from the date of opening or any extended period of the Tenders.
13. The Tenderer must submit with his Tender an Earnest Money Deposit (EMD) to Employer equal to 5% of the tendered cost in the form of a demand draft drawn on any acceptable Bank or a Bank guarantee in favour of Employer (High Commission of India). This EMD must be valid for **180 Days** and shall be as per the **proforma annexed for Tender Security** 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 retention money at discretion of Employer.
14. The Performance Security shall be obtained from a local commercial bank in the enclosed format and shall be in the amount of **ten Percent (10%)** of the Tendered Cost. The Performance Security shall be valid up to 12 months from the period of project including delivery, installation & warranty.
15. Tenderer shall quote a **Lumpsum Fixed Price Amount** based on the Tender Documents.
16. The Completion Period for the Whole of the Works shall be as stipulated by the High Commission of India, from the date of placement of supply order/issue of Letter of Acceptance. The contractor is to state the Period of Completion if he intends to complete the Works in less than what has been stated above.
17. Liquidated Damages payable by the Contractor to the Employer will be calculated @ **0.5%** of accepted tendered cost per week to be computed on per calendar day basis. The total amount of liquidated damage shall be limited to **10%** of Accepted Tendered Cost.
18. The Defect Liability Period shall be the **Three Hundred Sixty Five (365)** days from the period of project including delivery and installation and this shall be irrespective of original manufacturer's warranty which shall operate independently.
19. The Employer will not be bound to accept any tender even the lowest and will not assign any reason whatsoever for the rejection of any Tender.

Yours sincerely,

Head of Chancery

Section II: INSTRUCTION TO BIDDERS

1. Delivery Period / Project Timelines

The delivery and installation at site(s) must be completed within the time as stipulated by the High Commission of India, from the date of placement of supply order. It is mandatory for the bidders who respond to this bid to meet these expectations as time is the essence of this contract and is tightly linked to plans of completing the project within the available time frame.

2. Locations for the Supply, Installation & Warranty Services

Supply of the aforementioned equipment at Phoenix, Mauritius and installation of the said equipment at Outer Islands, to be specified later.

3. Order Placements and Release of Payment

The supply order and payment shall be released by:

High Commission of India – Mauritius
6th Floor, LIC Building
John Kennedy Street
Port Louis, Mauritius

4. Eligible Bidders

4.1 This invitation for bids is open to all bidders who are in the business of Diesel Generator Sets in India/Mauritius.

4.2 Bidder should be **ISO certified**.

4.3 Bidder should be **authorised distributors/ resellers** for all the items as mentioned in the tender document.

4.4 The bidders should have their **own branch office/ service centre** in Mauritius or arrangement to provide service through local dealer/ service provider.

4.5 Bidder should be a registered business entity under relevant laws of India/Mauritius and should possess a valid **VAT/ CST, Service Tax** /Registration as on date of bid submission.

4.6 Bidders should not be under a declaration of ineligibility for **corrupt and fraudulent** practices.

Note: High Commission of India reserves the right to award/ reject the orders to any particular bidder without assigning any reason thereof

5. Amendment of Bidding Document

5.1 At any time prior to the deadline for submission of bids, High Commission of India may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

5.2 All prospective bidders who have purchased the bidding document will be notified of the amendment in writing, and such amendments/ modifications will be binding on them.

5.3 High Commission of India at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.

A. PREPARATION OF BIDS

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by

dated signatures of the same authorized person signing the bid documents.

6. Earnest Money Deposit (EMD)

6.1 The Tenderer must submit with his Tender an Earnest Money Deposit (EMD) to Employer equal to 5% of the tendered cost in the form of a demand draft drawn on any acceptable Bank or a Bank guarantee in favour of Employer (High Commission of India). This EMD must be valid for **180 Days** and shall be as per the **proforma annexed for Tender Security** with tender documents. The EMD of unsuccessful bidder will be returned after the award of work. Bids submitted without the EMD shall be rejected

6.2 The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited and the order may be placed to the next successful bidder.

6.3 The EMD shall be forfeited:

6.4.1 If the bidder withdraws the bid during the period of bid validity specified in the tender.

6.4.2 In case a successful bidder, fails to furnish the Performance Bank Guarantee within the stipulated time period.

6.4.3 If the bidder fails to furnish the acceptance in writing, within 7 days of award of a contract order.

7. Period of validity of bids

7.1 Bids shall be valid for minimum 180 days from the date of submission. Bid valid for a shorter period shall stand rejected.

7.2 High Commission of India may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

B. SUBMISSION OF BIDS

The Bid shall be neatly arranged, plain and intelligible. Each page of the bid should be signed by the authorized person. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

8. Deadline for Submission of Bids

8.1 Bids must be received by High Commission of India before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for High Commission of India, the bid-closing deadline will stand extended to the next working day up to the same time.

8.2 High Commission of India may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the media.

9. Late Bids

9.1 Any bid inadvertently received by High Commission of India after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

C. BID OPENING AND EVALUATION OF BIDS

10. Opening of Bids

10.1 The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing (technical evaluation).

- 10.2 Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.
- 10.3 High Commission of India will open commercial bids of only the technically short listed bids, in the presence of the bidder or their authorised representative who choose to attend the bid opening, at the time and date to be informed later.
- 10.4 The bidder's authorised representative who attends the bid opening shall sign an attendance register as a proof of having attended the bid opening.
- 10.5 The bidder's name, bid prices, discounts and such other details considered as appropriate by High Commission of India, will be announced at the time of opening of the commercial bids.

11. Comparison of Bids

- 11.1 Only the eligible and technically short-listed bids after the technical evaluation shall be considered for commercial comparison.
- 11.2 The comparison shall also take into consideration the delivery schedule, payment terms etc. offered by the bidder in its technical bid. The bid not adhering to the terms as mentioned in Section II & III will stand rejected.

D. AWARD OF CONTRACT

12. Evaluation of Proposals & Award Criteria

- 12.1 The bidder must quote for all the items mentioned under Section IV – Schedule of Requirement. The lowest price criteria shall be applied on the total composite amount of all items taken together.
- 12.2 Preliminary scrutiny of the proposal will be made to determine whether they are complete, required processing fee and bid security have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- 12.3 Bids complying with all the eligibility requirements mentioned under Section II of the tender document and fulfilling the specifications and requirement mentioned under Section IV – Schedule of requirement of the tender document shall be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences.
- 12.4 High Commission of India may ask bidders for presentation on the solution offered, if required. Failure on part of bidder to arrange the presentation on the date & place fixed shall result in the rejection of technical bids and financial bids of these bidders shall not be opened. Also, if it is found after presentation that the solution offered is not meeting the specifications prescribed by, such bidders shall be treated as substantially non-responsive. High Commission of India decision shall be final in this regard. The place for presentation shall be conveyed to the bidders at an appropriate date.
- 12.5 Commercial bids of only those bidders will be opened who are found to be substantially responsive and the work shall be awarded to the commercially lowest bidder.
- 12.6 Bidder should quote their rates in prescribed Proforma only. Commercial bids other than the format provided shall be rejected by High Commission of India.
- 12.7 In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The amount will be calculated by multiplying correct price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be bidder's total quoted amount.
- 12.8 In the copies of supply order/ contract/ agreement/ experience certificate submitted by the bidder, the currency is Indian/ Mauritian Rupees, the value of work in Indian Rupees shall be determined by using the exchange rate declared by Reserve Bank of In-

dia as on the last date of submission of technical/ commercial bids and the eligibility of the bidder shall be determined accordingly.

12.9 If more than one bidder happens to quote the same lowest price, High Commission of India reserves the right to split the order and award the contract to more than one bidder. The splitting in such case will be done on the basis of item wise lowest price quoted by the bidders subject to the compatibility of the item/component with the equipment under consideration and in keeping with the overall integrity of the project.

13. Purchaser's Right to amend Scope of Work

13.1 If, for any unforeseen reasons, High Commission of India is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

13.2 High Commission of India reserves the right to reject one/ all the bids or cancel the tender without assigning any reasons there for.

13.3 High Commission of India reserves the right to accord relaxation uniformly to all the bidders in case the bids submitted by all the bidders are found to have minor deviation.

14. Corrupt or Fraudulent Practices

14.1 It is expected that the bidders who wish to bid for this project have highest standards of ethics.

14.2 High Commission of India will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

14.3 High Commission of India may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

15. Interpretation of the clauses in the Tender Document / Contract Document

15.1 In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document; High Commission of India interpretation of the clauses shall be final and binding on all parties.

16. Rejection of Tender bid: 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 Tender sets forth any offer to conditionally discount, reduce or modify its tender.
- e) If Bid price is disclosed before opening of Financial Bid.

Section III: Special Conditions of Contract

1. Prices

- 1.1. The price quoted shall be considered firm and no price escalation will be permitted due to increase in prices of material, equipment & labour, fuel (petrol, diesel, gas etc), electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion etc.
- 1.2. Bidders must quote the prices in INR/MUR and as per the format given in Price Schedule of this document.
- 1.3. The prices quoted should be inclusive of freight, insurance, packing, applicable taxes & duties till destination. The packing shall be transport worthy so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the Goods final destination and the absence of heavy handling facilities at all point in transit. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user's site.

2. Taxes and Duties:

- 2.1. The prices quoted should be inclusive of all taxes and /or duties except customs duty.
- 2.2. Bidder shall arrange to deliver the consignment to the end user. The cost and risk of the consignment rests with the bidder till it is delivered to the end user.
- 2.3. The basic prices and applicable taxes should be mentioned separately. The exact rates of taxes applicable, if any, as on the date of quoting must be mentioned. No concessional tax form would be given by High Commission of India.

3. Chartered Engineer Certificate:

The successful bidder will be required to furnish the certificate from the Registered Chartered Engineer certifying that the items supplied and their specifications are in compliance with the requirements of the supply order issued by High Commission of India.

4. Completeness Responsibility:

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the vendor and which are not expressly excluded there from but which are necessary for the performance of the said equipment in accordance with the specification and executing the contract to establish achievement of performance guarantee parameters, are to be provided for and rendered by the vendor without any extra charge so that the said project is completed in all respect.

5. Warranty:

All the items covered in the schedule of requirements, shall carry minimum 1 (One) year on site comprehensive warranty from the date of its installation & commissioning. The bidder must undertake to provide the installation and warranty service at the installation site of Outer Islands. The repairing/ rectification/ replacement/ configuration required, if any, must be done at site only. During the warranty, all complaints should be rectified within 7 days from the time of complaint. In case the rectification of fault involves replacement of some hardware the same should be carried out within 21 days from the date of intimation. Failure to do so would result in the invoking of the PBG. The PBG will be released by High Commission of India only after the submission of satisfactory performance certificate issued by High Commission of India & end-user after the completion of warranty period.

6. Payments:

High Commission of India shall release 80% of the payment after complete delivery of all the

items at all the sites at Outer Islands after verification duly certified by the end user;

The balance 20% payment shall be released by High Commission of India after successful installation & commissioning of all the items at all the site(s) on random physical verification of the same by designated authorities.

7. Performance Bank Guarantee (PBG):

The successful bidder must submit a Performance Bank Guarantee (PBG) of 10% of the order value on receipt of supply order by High Commission of India as per the format provided in the tender document. This Bank Guarantee should remain valid for 12 months beyond the period of project including delivery, installation & warranty.

8. Shipping Documents:

After the consignment is ready for dispatch, the successful bidder shall be required to furnish the following documents:

- i. Chartered Engineer's Certificate
- ii. Packing List
- iii. Insurance Policy
- iv. Invoice & other relevant document(s)

Final Dispatch Clearance Certificate (FDCC) shall be issued by High Commission of India on receipt of above mentioned documents from successful bidder. Actual shipment should be done only after receipt of FDCC from High Commission of India.

9. Penalty for delayed Services

High Commission of India reserves the right to levy penalty @ of 0.5% of order value per week of delay beyond the scheduled deliveries / execution of the order successfully, subject to maximum of 10% of the order value. High Commission of India reserve the right to cancel the order in case the delay is more than 10 weeks. The penalties, if any shall be recovered from PBG submitted by the successful bidder.

10. Jurisdiction:

The disputes, legal matters, court matters, if any shall be subject to India/Mauritius jurisdiction only.

11. Force Majeure:

High Commission of India may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidder's OEM premises.

12. Arbitration:

All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc., shall be referred by either party (High Commission of India or the bidder) after issuance of 30 (thirty) days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be specified in the purchase agreement. The jurisdiction of the courts shall be specified in the purchase agreement.

Section IV: Schedule of Requirements

Water Desalination Plant

- 1) **Capacity** - 30 TPD
- 2) **Qty** - 02 Nos
- 3) **Location** - Shore based
- 4) **General specifications:**
 - i) Input Sea Water Temp -45-55 deg c max
 - ii) Salinity 1000 ppm max
- 5) **Mounting Arrangement:**
 - (a) Heavy-duty fabricated steel base with lifting points.
 - (b) Anti-vibration pads to ensure vibration isolation.
- 6) **Documentation:**
 - (a) 03 copies of operation and maintenance manuals with electric circuit diagram to be provided.
 - (b) Wiring diagrams included
- 7) **Warranty:** All equipment carries full manufacturer's warranty. The firm may also quote for Annual Maintenance Contract for a period of three years post completion of Warranty period.
- 8) **Equipment Finish:**
 - (a) All hardware electroplated
 - (b) Anticorrosive paint protection
 - (c) High gloss polyurethane paint for durability and scuff-resistance.
- 9) **Protection:** Safety alarms and trips for protecting equipment and output water quality
- 10) **Product Support.** The OEM/OEM representative should provide product support in terms of spare support and maintenance related issues for 15 years.
- 11) **Transportation.** The transportation of personnel and RO/ desalination Plant during installation and breakdown/ routine maintenance from Mauritius to Outer Island will be the responsibility of Government of India.
- 12) **Spares.** The Plant should be supplied with consumable and quasi-permanent spares catering for a duration of upto 2 years or upto 2000 hours.

Section V: Forms/Performa

FORM OF TENDER

**The Government of the Republic of India
High Commission of India in Mauritius
6th Floor, LIC Building
John Kennedy Street
Port Louis**

Sir

1. Having examined the complete Tender Document and Technical Specifications of the equipment therein, for the procurement of the abovementioned equipment, we, the undersigned, offer to provide the said equipment in conformity with the Tender Document and Technical Specifications of the equipment therein
2. We agree to abide by this Tender for the period of **One Hundred and Eighty (180)** calendar days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. Unless and until a formal Agreement is prepared and executed, this Tender together with any clarification and your written acceptance thereof shall constitute a binding contract between us.
4. We understand that you are not bound to accept the lowest or any Tender you may receive and that you will not assign any reason whatsoever for the rejection of any tender and you will not defray any expenses incurred by us in the tendering process.

Date this.....day of.....2015

Signature.....

Name of Signatory.....

in the capacity of.....

duly authorised to sign tenders for and on behalf of

.....

(in block letters)

Address.....

Occupation.....

PERFORMA OF BANK GUARANTEE TOWARDS EMD

(on non-judicial paper of appropriate value)

Bank Guarantee No. -----

Dated:

To
High Commission of India
Port Louis, Mauritius

Dear Sir(s),

Whereas the High Commission of India having its office at Port Louis, Mauritius (hereinafter called HCI, Port Louis) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India invited tender No. ----- and M/s ----- having Registered/head office at ----- (Hereinafter called the "bidder" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a Proposal Reference No. ----- and bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs------(Rupees ----- Only) for the due performance of bidder's obligations as contained in the tender Document supplied by the MEA specially the conditions that (a) bidder shall keep his Proposal open for a period of day i.e. from ----- to ----- or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to HCI, Port Louis (b) the bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by HCI, Port Louis within the required time. The bidder has absolutely and unconditionally accepted these conditions. HCI, Port Louis and the bidder have agreed that Proposal submitted by the bidder is an offer made on the condition that the Proposal, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to HCI, Port Louis for a period of -----days i.e. from ----- to ----- or any, extension thereof and that submission of the Proposal itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the tender document. They have further agreed that the contract consisting of tender document and submission of the Proposal as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the Proposal is finally accepted by HCI, Port Louis. The consideration for this separate initial contract preceding the main contract is that HCI, Port Louis is not agreeable to sell the tender documents to the bidder and to consider the Proposal to be made except on the condition that the Proposal shall be kept open for the period indicated above and the bidder desires to submit a Proposal on this condition after entering into this separate initial contract with HCI, Port Louis, promises to consider the Proposal on this condition and bidder agrees to keep this proposal open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ----- registered (indicate the name of Bank) under the laws of -----having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs----- (Rupees----- only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the bidder and any such demand made by HCI, Port Louis on the bank shall be conclusive and binding notwithstanding any difference between HCI, Port Louis and the bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein to HCI, Port Louis in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.

3. The bank also undertakes that HCI, Port Louis at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.

4. The bank further agree that as between the bank and HCI, Port Louis, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the tender Documents as referred above given to the bank by HCI, Port Louis shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of HCI, Port Louis or that of the bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with HCI, Port Louis that HCI, Port Louis shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of HCI, Port Louis or any indulgence shown by HCI, Port Louis to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. -----
----- (Rupees ----- only) in aggregate and it shall remain in full

force upto -----(225 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s----- on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before ----- (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of HCI, Port Louis under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of HCI, Port Louis under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the bidder furnished to HCI, Port Louis a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by HCI, Port Louis by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the Ministry under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of HCI, Port Louis under this guarantee shall be valid and shall not cease until we have satisfied that claim, In witness where of the Bank, through its authorized officer, has sent its hand & stamp on this -----day of at _____ of-----
-----at----- of----- (month & year).

Signature
(Full name in capital letters)
Designation with bank stamp

Witness No.1
Signature
(Full name and address in capital letters)

Witness No.2
Signature
(Full name and address in capital letters)

Attorney as per power of attorney
No -----
Date -----

PERFORMA OF PERFORMANCE BANK GUARANTEE

(on non-judicial paper of appropriate value)

Dated:

To,
High Commission of India
Port Louis, Mauritius

BANKS GUARANTEE NO:

Dear Sir(s),

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement betweenand (hereinafter called "the said contractor(s)" for the work (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Government an amount not exceeding Rs.... Rupees.....only) on demand by the Government.

2. We(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the representative of High Commission of India, Port Louis, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We(indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. Welastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.

8. This Guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday of..... For

Granted by the Bank

Yours faithfully,