

**Assistant High Commission of India  
Kandy (Sri Lanka)  
(Establishment Section)**

**No. Kand/Prop/872/01/2022**

**Dated 14.05.2024**

**Tender for selecting contractor for construction / replacement works at the residence of Assistant High Commissioner (AHC) of India in Kandy, at No. 36/14, Dharmadasa Weerarathna Mawatha, Kandy**

Assistant High Commission of India, Kandy invites Tender under two bid system from registered and authorized firms / service agencies for following construction / replacement works at the residence of AHC, at No. 36/14, Dharmadasa Weerarathna Mawatha, Kandy:

- i) **Boundary Wall:** demolition of existing boundary walls on the two sides (right and back side from entrance) and construction of new boundary wall with adequate strength and strong foundation with barbed wires at the top of the boundary wall
- ii) **Sentry Post:** construction of permanent sentry near the entrance along with an adjoining wash-room
- iii) **Main Gate:** replacement of the existing main gate with a sturdy gate having remote control access

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## **Section I (Instruction to bidders)**

### **1.1 Eligibility Criteria:**

- a) **Permit:** The Tenderer should have valid permit / registration from a competent local authority for carrying out the work in Kandy, Sri Lanka in the Diplomatic property of the Assistant High Commission of India, Kandy.
- b) **Similar work:** The Tenderer must have satisfactorily completed (i) one similar work of value of LKR 6,000,000 or (ii) two similar works of value of LKR 4,500,000 or (iii) three similar works of value of LKR 3,000,000. Both letter of award of work and completion certificates with the contract amount be provided for fulfilling the criteria of Similar Work.
- c) **Bank Solvency:** Certificate of Solvency for LKR 3,000,000 certified by bank. The certificate should not be older than six months.
- d) **Annual Turnover:** The annual turnover of the tenderer should be equal to the LKR 3,750,000 during the immediate last three consecutive financial years.
- e) **Profit-Loss:** The tenderer should not have suffered loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year.

**1.2 Site visit:** Physical visit to the site is compulsory to have a general idea about the extent of works required and the amount of involvement by the Contractor. 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. Interested firms can visit the site during Monday to Friday (1000 - 1200 hours and from 1430 - 1630 hours) after prior appointment with Mr. Sachin Kumar Sharma, Attaché (Administration), Assistant High Commission of India, Kandy, email: [admn.kandy@mea.gov.in](mailto:admn.kandy@mea.gov.in), Telephone: 0812222652.

**1.3 Cost of Tendering:** The Assistant High Commission of India, Kandy 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 (EMD):** The bidder shall submit a Demand Draft or Banker's Cheque or Bank Guarantee (as per attached format at [Section VII](#)) amounting LKR 300,000. If a proposal is withdrawn after due date and time, the earnest money deposited by the applicant will be forfeited. Bids submitted without earnest money shall be summarily rejected. EMD in respect of all unsuccessful applicants shall be returned without any interest, after the successful signing of agreement. In case of the selected bidder, the EMD shall be returned on submission of performance guarantee by them.

**1.5 Lump Sum Fixed Price Tender:** This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works. The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender / Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works. Bidders are required to quote Lump-sum fixed prices on “Form of Tender” ([Section VI](#)). Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates. It is mandatory for bidders to quote for all items. Non quoting by any bidder for any item of the tender will render the bidder disqualified. The total amount of schedule of quantity prepared by them should be transferred to Form of Tender. 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 Sri Lankan Rupees only. In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

**1.6 Validity of Bid:** The Bid shall remain valid for a period of 90 (ninety) days from the date of the opening of the Financial Bids or up to any mutually extended period.

**1.7 Tender and Schedule of Quantities:**

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

**1.8 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.

**1.9 Errors and Rectification:**

- a) 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.

- b) 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.
- c) 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.

**1.10 Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with **“TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION / REPLACEMENT WORKS AT RESIDENCE OF ASSISTANT HIGH COMMISSIONER (AHC)”** which shall have following three sealed envelopes inside:

**Envelope A** should contain the document mentioned in Section VII. This envelope is to be super-scribed as **“EMD”**.

**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”**.

- a) The last date of submission of sealed bids is **04.06.2024 (1700 hours)**, in the office of Head of Chancery, Assistant High Commission of India, No. 42, Hilpandura Mawatha, Ampitiya Road, Kandy.
- b) The date and time for submission may be deferred by an official notification in writing issued by the Assistant High Commission of India, Kandy to all Bidders. Tenders received after this date will not be considered.
- c) 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.

**1.11 Selection process:**

- a) First of all, Envelope A containing EMD shall be opened. Technical bids of only those bidders shall be opened who have submitted valid EMD of requisite amount.
- b) Envelope B (Technical bids) will be opened at **06.06.2024 (1500 hours)** in the Assistant High Commission of India, Kandy. Applicants may send their representative to be present during opening of bids after obtaining prior permission from with Mr. Sachin Kumar Sharma, Attaché (Administration), Assistant High Commission of India, Kandy, email: [admn.kandy@mea.gov.in](mailto:admn.kandy@mea.gov.in), Telephone: 0812222652.

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

d) 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 Assistant High Commission of India, Kandy.

**1.12 Conditional Acceptance of the Tender:** The acceptance of the Tender shall be conditional and not finally binding upon the Assistant High Commission of India, Kandy. The Assistant High Commission of India, Kandy may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

**1.13 Amendments to Tender Document:** At any time prior to the date of opening of the tender, the Assistant High Commission of India, Kandy 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 Assistant High Commission of India, Kandy.

**1.14 Clarification:** Any further information or clarification which the Tenderer may require in order to complete his bid, may contact with Mr. Sachin Kumar Sharma, Attaché (Administration), Assistant High Commission of India, Kandy, email: admn.kandy@mea.gov.in, Telephone: 0812222652.

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

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

**1.17 Disqualification of Tender:** Tenderer 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 Assistant High Commission of India, Kandy.

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 or become known before opening of Financial Bid.

**1.18 Compliance with Laws and Regulations and Pricing of Schedule of Quantities:** The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc. **All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax (VAT).**

**1.19 Compliance with Tender Document:** Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive of all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Assistant High Commission of India, Kandy.

**1.20** Assistant High Commission of India, Kandy reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Assistant High Commission of India, Kandy except that no proposal will be accepted if the Earnest Money Deposit (EMD) of the preceding statutory documents was not submitted with the tender.

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## **Section II (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 / NBT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

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### **Section III (Terms and Conditions of Contract)**

- 3.1** Quoted price is final fixed lump-sum price inclusive of all taxes except VAT.
- 3.2** Period of completion for the work is 45 days from the commencement of work.
- 3.3** 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% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. It will be calculated per day of delay.
- 3.4** 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.
- 3.5** Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.
- 3.6 Payment:** All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Assistant High Commission of India, Kandy. 10% payment shall be released for every 10% physical progress of work value till 90% of the completion of work value. Balance payment shall be released after one month of successful completion of work. 5% Retention Money will be deducted from each Running Account Bill which will be returned after the Defect Liability Period.
- All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.
- 3.7** Price escalation due to any reason shall not be permitted.
- 3.8 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 and / or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.
- 3.9 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 Assistant High Commission of India 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 Assistant High Commission of India, Kandy.



a) **Retention Money:** Retention Money will be limited to 5% of the accepted tender amount and 5% of each Running bill will be deducted towards retention money. Retention money shall be released against equivalent amount of Bank Guarantee (BG) to be submitted by contractor. BG should be valid for completion period plus defects liability period. In case of time extension of project, the BG should be revalidated up to extended time plus Defects Liability Period.

b) **Performance Security:** This will be equal to 5% of Accepted Tender Amount. This should be in the form of an unconditional and irrevocable Bank Guarantee ([Section VIII](#)) and should be valid up to 60 days beyond the stipulated date of completion. In case of time extension, the validity of Performance security / BG should be extended up to 60 days beyond the extended date of completion. Performance Security shall be submitted by the successful bidder within 15 days after notification of award.

c) **Mobilization Advance:** Mobilization advance will be limited to 10% of tendered amount. The mobilization advance shall be released only on submission of a Bank Guarantee from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery. The advance shall be released in two or more instalments. The valid Bank Guarantee should be available for the amount of outstanding advance at all times. The recovery of mobilization advance shall commence after 10% of work is completed and the entire amount shall be recovered by the time 80% of the work is completed.

**3.10** 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.

**3.11** If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

**3.12 Code of Integrity:** All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement processes or during execution of resultant contracts. No official of procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall also have to avoid the following prohibited practices such as (i) corrupt practices, (ii) fraudulent practice, (iii) anti-competitive practice, (iv) coercive practice, (v) conflict of interest and (vi) obstructive practice.

**3.13 Conflict of Interest:** The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of

its affiliates that are either involved in the consultancy contract to which this procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to the tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

**3.14** The Contractor shall include the credit of salvage value of the demolition waste in the financial bid.

**3.15 Arbitration:**

a) If any dispute, difference or question at any time arises between the Post 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.

b) 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.

c) The Arbitration will have its sittings in Kandy.

**3.16 Rejection:** The Assistant High Commission of India, Kandy 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.

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

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## Section IV (Scope of work)

### Scope of work / detailed specifications:

1	Putting up a temporary fence of metal sheets etc. till the construction of the wall is complete.
2	<b>Boundary Wall:</b> Demolition / excavation of existing boundary walls on the two sides (right and back side from entrance) and removal of the debris from the site.
3	Construction of new boundary wall of the following dimensions: Wall – approx. 200* ft x 1 ft x 14** ft (LxBxH) Foundation – 4 ft (depth) <i>*(lengths of back side and right side walls are 103 ft and 95 ft respectively)</i> <i>**The height of proposed wall is 10 ft from inside of the premises and 14 ft from outside as the adjoining plot is 4 ft lower level than the residence of AHC due to the natural local terrain / stepped footings</i>
4	The boundary wall [with standard Screed concrete, Rubble wall, Column Reinforcement, Column concrete (at regular intervals), 10” Brickwork, Both side plastering] should have a strong foundation with below surface depth of at least 4 ft including dewatering and cutting all the roots. The wall should be strengthened with lateral beams at surface level, below surface level and the top of the boundary wall.
5	Installation of barbed wires [Razor Strip Barbed Tape (RSBT) and Punched Tape Concertina Coil (PTCC)] at the top of the boundary wall for enhancing the security. Height of the barbed wire should be 3 feet and that has to be mounted on a strong frame.
6	The boundary wall should be painted (after construction) and have provision for electricity connections for outdoor lights / CCTV at regular intervals
7	<b>Sentry Post:</b> Construction of a permanent sentry post near the entrance (inside the residence of AHC) of measurement 10 ft x 5 ft x 8 ft (LxBxH) with provision of adjoining wash-room of measurement 6 ft x 4.5 ft (LxB)
8	The permanent sentry post should have Brickwork, Floor concrete, Ceiling (of heat protection material and / or with false ceiling), Ceiling lights, Wall switches and plugs, Internal paint, External paint, Floor rendering and Carpet finish, Door & Window. The adjoining wash-room should have access from outside through a small gate (other than the main gate)
9	<b>Main Gate:</b> Replacement of the existing main gate with a sturdy gate of measurement 12 ft x 9 ft (LxH) having remote control access. It should have Electric motors, Electrical works, Gate Column renovation, Gate Column tiles. The main gate should also have a Wicket Gate for entrance of pedestrians.

(Any other works assessed to be necessary during site visit. Site visit is must.)

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## **Section V (Schedule of Quantity)**

[To be submitted by the bidder]

S. No.	Items	Quantity	Cost

Note: Please refer to Para 1.5 of Section I

**4.1** 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.

**4.2** 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.

**4.3** 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.

**4.4** 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.

**4.5** No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

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**Section VI (Form of Tender)**

**TENDER FOR SELECTING CONTRACTOR FOR  
CONSTRUCTION / REPLACEMENT WORKS  
AT RESIDENCE OF ASSISTANT HIGH COMMISSIONER (AHC)**

[To be submitted by the bidder]

To: The Head of Chancery, Assistant High Commission of India, Kandy

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price amounting LKR \_\_\_\_\_ (**Amount to be indicated by the bidder in number and words**) **exclusive of VAT / NBT.**

2. 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.

3. 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 \_\_\_\_\_

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**Section VII (Bank Guarantee Proforma for Earnest Money Deposit)**

Bank Guarantee No. \_\_\_\_\_

Brief description of contract: **TENDER FOR CONSTRUCTION / REPLACEMENT WORKS AT RESIDENCE OF ASSISTANT HIGH COMMISSIONER (AHC), AT NO. 36/14, DHARMADASA WEERARATHNA MAWATHA, KANDY.**

Name and Address of Beneficiary: Assistant High Commission of India, Kandy

Whereas M/s \_\_\_\_\_ (Name of Contractor with address) have submitted their tender for **CONSTRUCTION / REPLACEMENT WORKS AT RESIDENCE OF AHC**, at No. 36/14, Dharmadasa Weerarathna Mawatha, Kandy for the Assistant High Commission of India, 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 LKR \_\_\_\_\_ (Sri Lankan Rupees \_\_\_\_\_ only). In fulfillment 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 LKR \_\_\_\_\_ (Sri Lankan Rupees \_\_\_\_\_ only).

2. This guarantee is valid for a period of 60 (sixty) 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 herein above, the maximum liability under this guarantee is restricted to LKR \_\_\_\_\_ (Sri Lankan Rupees \_\_\_\_\_ Only).

4. Notwithstanding anything to the contrary contained herein above, this guarantee is valid from date of issue up to the (date after 60 days from date of issue) and claims under this guarantee should be submitted not later than (date after 60 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 Sri Lanka and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Sri Lanka Courts.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Place \_\_\_\_\_

Name \_\_\_\_\_

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**Section VIII (Bank Guarantee Proforma for Performance Security)**

Bank Guarantee No. \_\_\_\_\_

Brief description of contract: **TENDER FOR CONSTRUCTION / REPLACEMENT WORKS AT RESIDENCE OF ASSISTANT HIGH COMMISSIONER (AHC), AT NO. 36/14, DHARMADASA WEERARATHNA MAWATHA, KANDY.**

Name and Address of Beneficiary: Assistant High Commission of India, Kandy

Whereas M/s \_\_\_\_\_ (Name of Contractor with address) have submitted their tender for **CONSTRUCTION / REPLACEMENT WORKS AT RESIDENCE OF AHC**, at No. 36/14, Dharmadasa Weerathna Mawatha, Kandy for the Assistant High Commission of India, and one of the tender conditions is for the M/s \_\_\_\_\_ (Name of Contractor with address) to submit a Bank Guarantee for Performance Security amounting to LKR \_\_\_\_\_ (Sri Lankan Rupees \_\_\_\_\_ only). In fulfillment 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 LKR \_\_\_\_\_ (Sri Lankan Rupees \_\_\_\_\_ only).

2. This guarantee is valid for a period of 90 (ninety) 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 herein above, the maximum liability under this guarantee is restricted to LKR \_\_\_\_\_ (Sri Lankan Rupees \_\_\_\_\_ Only).

4. Notwithstanding anything to the contrary contained herein above, this guarantee is valid from date of issue up to the (date after 90 days from date of issue) and claims under this guarantee should be submitted not later than (date after 90 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 Sri Lanka and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Sri Lanka Courts.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Place \_\_\_\_\_

Name \_\_\_\_\_

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