



सत्यमेव जयते
Government of India

**Embassy of India
Mexico City**

No. MEX/ADMN/551/4/2024

Dated 02 Dec, 2024

TENDER NOTICE

Sealed bids are invited for **supply and installation of tempered glass roof to cover the open backyard area** at Embassy of India, Musset 325, Col. Polanco Secc. III, Miguel Hidalgo, 11550, Mexico City.

2. The bidding companies/firms should have the following requirements:
 1. Having a registration in SAT and IVA account in Mexico
 2. Local representation in Mexico City.
 3. Having minimum of 5 years' experience in the similar work
3. The scope of work can be seen at Section – 2.
4. Documentary evidence of the above qualifications may be submitted along with sealed bids.
5. Enquiry, if any, may please be sent on the mail hoc.mexico@mea.gov.in. Enquires shall be entertained only till 12 Dec, 2024.
6. Site inspection relating to the work can be done on any working day till 12 Dec, 2024 with prior appointment by mail hoc.mexico@mea.gov.in
7. Interested parties may send their bids/quotations in sealed envelopes to the Head of Chancery, Embassy of India, Musset 325, Col. Polanco, Mexico City on or before **23 Dec, 2024 by 1400 hrs.** superscribed **“Bid for supply and installation of tempered glass roof to cover the open backyard area” on the cover** The bids received would be opened at **1530 hrs on 23 December 2024**, by the Committee authorized by the Competent Authority of the Mission. Interested parties are welcome to send a representative for opening of the bids in the office of the Head of Chancery, Embassy of India, Mexico City.
8. The Embassy of India, Mexico City reserves the right to reject any bid at any stage of the bidding process without assigning any reasons whatsoever.

Embassy of India
Mexico City

No. MEX/ADMN/551/4/2024

Dated 02 Dec, 2024

NOTICE INVITING TENDER

Embassy of India, Mexico City invites Tender in *Two Bid System* from registered and authorized firms/agencies for **supply and installation of tempered glass roof to cover the open backyard area** at Embassy of India as per details given in the tender documents.

2. The tender documents can be downloaded free of cost from the website (<https://indiainmexico.gov.in>) or obtained from the Embassy of India, Mexico City from 02 Dec, 2024.

3. The interested firms/agencies have to submit the tenders in *Two Bid System* {i.e (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to Head of Chancery, Embassy of India, Musset 325, Col. Polanco, Mexico City. All the necessary documents including those in support of eligibility criteria etc. (except the Financial Bid) are to be submitted along with the Technical Bid in a sealed envelope. The Financial Bid will be submitted in a separate sealed envelope. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances.

4. **The Earnest Money Deposit (EMD) of M\$ 7000.00 in the form of (Banker's Cheque) in favor of** Head of Chancery, Embassy of India, Mexico City is required to be submitted along with tender bids. Bids shall not be considered in case the EMD is not submitted and would be rejected summarily.

5. The Technical Bids will be opened on 23 December 2024 by the Committee authorized by the Competent Authority of the Mission. The Financial Bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Committee. The pre-bid site visit for all probable bidders may be conducted between 02 to 12 December 2024 on prior appointment basis to assess the job requirement / quantum of work involved.

6. The successful bidder will have to submit deposit **Performance Security** in the prescribed **format (attached with this tender), which will be a sum equivalent to 3% of the accepted contract value** in favour of Head of Chancery, Embassy of India, Mexico City, payable at Mexico City in form of Banker's Cheque, within fifteen days of the acceptance of the LoA.

7. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and shall be final and binding.

(Head of Chancery)

TECHNICAL PROPOSAL SUBMISSION FORM
Letter of Bid

To,

Dated

Head of Chancery,
Embassy of India,
Musset 325, Col. Polanco,
Mexico City.

Ref: Invitation for Bid No. (MEX/AEMN/551/4/2024)

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including any Addendum issued in accordance with Instructions to Bidders,

2. We, in conformity with the Bidding Documents offer to **supply and installation of tempered glass roof to cover the open backyard area** at Embassy of India, Mexico City as per the scope of work defined in this tender.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
5. We also declare that M/s(Name of the bidder)..... has not been declared ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature by any Govt. agency of the Country.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,
Authorised Signatory

(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation
(To be printed on Bidder's letterhead)

Dates to Remember

Crucial dates and time for the above tender would be as under:

S. No.	Events	Date	Time
1.	Notice Inviting Tender	02.12.2024	0900 hrs
2.	Starting Date for site visit	02.12.2024	1000 hrs
3.	Last Date for site visit	12.12.2024	1700 hrs
4.	Starting Date for submission of bids	02.12.2024	0900 hrs
5.	Last Date for submission of bids	23.12.2024	1400 hrs
6.	Opening of Technical Bids	23.12.2024	1530 hrs
7.	Opening of Financial Bids (Only Technically qualified Bidders)	Will be intimated via Email	

Section-1

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 Embassy of India, Mexico City invites tender for **supply and installation of tempered glass roof to cover the open backyard area** at Embassy of India, Mexico City (Musset 325, Col. Polanco, Secc. III) from reputed contractors/firms/companies etc.
- 1.2 The details of terms and conditions, schedule of work/specifications and format for technical and financial bid are available in the tender document. The bidders are instructed to go through the tender documents thoroughly before quoting their rates. The tender documents can be obtained from <https://indiainmexico.gov.in/tenders>.
- 1.3 The tender submission is liable to be rejected if complete information is not given therein.
- 1.4 All bidders and/or their representatives, if they so desire, may be present at the opening of the tender (Technical Bid) by the Mission at the time and date as specified in the Schedule. Bids received after stipulated date & time shall be not be entertained.
- 1.5 Price quoted should be in Mexican Peso and should be inclusive of all charges. In no case any enhancement in approved rate will be entertained during the currency period for which this tender is being considered.
- 1.6 The bids shall be submitted in two envelopes i.e. Technical Bids should be sealed in a separate cover while Financial Bids be sealed in other cover and superscribed as **“Bid for supply and installation of tempered glass roof to cover the open backyard area”**. Format for the technical and financial bids are enclosed in the tender documents.
- 1.7 The bidders shall give full information with reference to the projects in-hand and shall facilitate inspection of the works executed by them and shall give full assistance and information as may be required in connection with this tender.
- 1.8 The bidders while submitting their bids, shall enclose self attested Photostat copies of experience, trade license essential for carrying out the activities under reference and all/ any other documents that is needed in support of permission from the Competent Authority for carrying out the activities may be submitted in the Technical bids.

2. MINIMUM ELIGIBILITY CRITERIA

- 2.1 The following shall be the minimum eligibility criteria for selection of bidders at Technical Bid stage of the bidding process:-
 - (a) **Legally Valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in (country/capital name). The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
 - (b) **Registration:** The Bidder/Bidding Firm must have VAT/IVA registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.
 - (c) **Experience:** The Bidder shall have experience in work of similar nature for Embassies /High Commissions /Government Ministries /Departments /Public Sector Companies / reputed corporate organization /multinational companies.

- 2.2 The bidders shall have to provide all documentary proof in support of the above eligible criteria in the form of attested copies of certificates issued by the respective authority, copy of VAT/IVA registration certificate, Experience certificates for completed work / ongoing work issued by previous clients. Attested copy of manpower wages in respect of the previous four quarters may be attached with the bid documents.

NOTE:- Mission may add/delete/modify any of the above instructions as per requirements.

3. EARNEST MONEY DEPOSIT

- 3.1 The Earnest Money Deposit of M\$ 7000.00 in the form of (Banker's cheque) issued by any reputed Bank drawn in favour of Head of Chancery, Embassy of India Mexico City has to be submitted along-with the bid in the prescribed format (attached with this tender). The validity of the Cheque must be up to 6 (six) months.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government.
- 3.4 The bids without Earnest Money Deposit shall be summarily rejected.
- 3.5 No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of Earnest Money Deposit or Security Deposit i.e. no interest will be payable on EMD.
- 3.6 The Bid Security may be forfeited:
- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 4.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

- 5.1 **Language:** Bids and all accompanying documents shall be in English only.
- 5.2 **Technical Bid:** Technical Bid should be submitted as per the instructions given in this Tender Document along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount as listed below;

S. No.	Document	Yes/No
1	Contact Details Form (Form-I)	
2	EMD of M\$ 7000.00	

3	Certified copies of Registration/Incorporation particulars of Company/Firm from appropriate authorities	
4	Certified copies of VAT/IVA registration	
5	Proof of minimum experience of completion of works of similar nature in any Foreign Embassies/High Commissions/Government Ministries/Departments/Public Sector Companies/reputed corporate organization/ multinational companies.	
6	Power of Attorney/Authorization for signing the bid documents.	
7	Attested copy of manpower wages roll	

5.3 **Financial Bid:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Then the Financial Bid shall be sent in a separate sealed envelope along with the bid documents.

6. **SUBMISSION OF BIDS**

6.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to Head of Chancery, Embassy of India, Musset 325, Col. Polanco, Mexico City. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A' Earnest Money Deposit (EMD)
 ENVELOPE 'B' Tender Documents (Technical Bid)
 ENVELOPE 'C' Financial Bid (Section-3)
 Other enclosures as required in this tender.

The envelopes containing "A", "B" & "C" of offers shall be duly superscribed with Name of Work and above 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. Bidders who have submitted valid EMD as mentioned shall be considered successful for opening of Technical Bids. Technical Bids (Envelope B) of successful bidders shall be opened immediately. Both EMD and Technical bid envelopes shall be opened in presence of bidders or their representatives. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Employer. Financial bid (Envelope 'C') shall be opened thereafter.

6.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the Embassy of India, Mexico City, reserves right to extend the date / time for submission of bids, before opening of the Technical Bid

7. **BID OPENING PROCEDURE**

7.1 The Technical Bids shall be opened in the office of Head of Chancery, Embassy of India, Mexico City on 23 Dec, 2024 at 1530 hrs. before the Committee constituted by the Competent Authority of Embassy of India, Mexico City in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

- 7.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- 7.3 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 7.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
- 7.6 Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Opening Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.
- 7.7 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidders. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

9 PERFORMANCE SECURITY

- 9.1 The successful bidder called as 'Agency' has to deposit Performance Security in the prescribed format (attached with this tender), which will be a sum equivalent to 3% of the accepted contract value in favour of Head of Chancery, Embassy of India, Mexico City, payable at Mexico City in form of Banker cheque, within fifteen days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.
- 9.2 The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Agency's bill has been received and examined.
- 9.3 If the Agency fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Mission shall be free to make other arrangements at their own risk, cost and expense.

- 9.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the agency without any interest on presentation of an absolute 'No Demand Certificate' from the agency and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the agency, for carrying out work stipulated in the contract.

10 VALIDITY OF CONTRACT

The contract for Supply and Installation of tempered glass roof on garden area at Embassy of India, Mexico City”, if awarded, shall be completed in stipulated time. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Mission shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Mission.

11 PAYMENTS

- 11.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to agency appointed for the job on completion of this tendering process.
- 11.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- 11.3 Payment terms shall be as follows:
30% of the amount: Upon award of the Tender and signature of the contract.
40% of the amount: Once material is received
30% of the amount: Upon completion of work
- 11.4 All payments shall be made in Mexican Peso by means of Cheque.
- 11.5 The Client shall be entitled to deduct in accordance with applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Agency, and the amount so deducted shall be deemed to be a payment made to the Agency.
- 11.6 The payment to the workers in accordance to minimum wages prescribed by the Govt of Mexico along with the statutory compliance Bonus is sole responsibility of the agency. In case of revision in minimum wages by the Govt of Mexico, the same would be absorbed by the agency. Claim for any other escalation shall not be entertained by the Mission.

12 Other Conditions

- 12.1 The workers so provided should be on the roll of the Agency and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the Mission before deployment for work at Chancery complex.
- 12.2 The Agency would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission’s premises. The Agency would indemnify Mission against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Mission would not be liable to pay any damages or compensation to such workers or to any third party.
- 12.3 In case of any complaint, either as regards the nature of service or as regards the behaviour of workers on duty or otherwise, Agency would be intimated and would be required to take corrective measures promptly.

- 12.4 The Mission reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Mission in this regard shall be final and binding on all.
- 12.5 Quotation should be valid for four months (120 days) which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders.
- 12.5 Any wrong or misleading information will lead to disqualification.
- 12.6 The bidder shall deploy adequate manpower, machinery and resources to ensure completion of work as per stipulated operational timings.
- 12.7 Mission reserves the right to remove any person found unfit.
- 12.8 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's premises as stated in the eligibility criteria.

Section - 2

No. MEX/ADMN/551/4/2024
Embassy of India, Mexico City

SCOPE OF WORK

Supply and installation of tempered glass roof to cover the open backyard area at the Embassy of India, Mexico

1. To supply and install steel profiles 3 X 1 ½” for roof with columns of 4 X 4” with steel plates in floor. Approximate size is 65 Sq. m, height of 3.70 m (approx.) with slope to auditorium side. To make squares to receive tempered glasses
2. To supply and install tempered glasses of 6mm thick with security film from inside, sealed with “Norton” material.
3. To install PVC pipe oriented to existing drainage minimum diameter 2.5”.
4. To install 4 double wall sockets to have 110 Volts, Two(2) on right side and Two(2) on left side.
5. To install 6 ceiling LED lamps minimum 18 watts each with light switch.

Section-3

No. MEX/ADMN/551/4/2024
Embassy of India, Mexico City

FINANCIAL BID

Sl. No.	Description	Amount (including VAT/IVA)
1.	Name and Supply of material	
2.	Installation tempered glass roof to cover the open backyard area (Labour charges)	
	Total	

I certify that the information furnished above is full and correct to the best of my knowledge. I hereby agree to all terms and conditions as per the tender documents.

Signature of the authorized signatory of the Tenderer
with seal of the firm/company

Name:

Mob No.

Date:

CHECK LIST

S. No.	Particulars	YES/NO
1	Have you filled and submitted all forms (i) Technical bid, (ii) Financial bid, (iii) Contact detail form and (iv) Check list?	
2	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	
3	Have you enclosed the Bank Guarantee for EMD?	
4	Legal Valid Entity: Have you attached the certificate issued by competent authority?	
5	VAT/IVA Registration Certificate	
6	Experience: Have you attached the attested experience certificates issued by the Organizations / Government Deptts?	
7	Have you submitted the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
9	Have your Technical Bids been prepared as per the requirements of the Tender?	
	FINANCIAL BID	
10	Have your financial Bid been duly filled in as per Instructions?	
11	Have you quoted prices against each of the category, i.e. material & installation?	
12	Have you provided cost break ups for all components in the Financial bid?	
13	Have you attended pre-bid site visit/briefing?	

Note :- The above must be filled, signed and submitted along with the bid.

Signature of the authorized signatory of the Tenderer
with seal of the firm/company

Name: _ _

Mob No. _ _

Date: _ _

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY
- 2, NAME AND DESIGNATION OF
AUTHORISED REPRESENTATIVE
3. COMMUNICATION ADDRESS
4. PHONE NO./MOBILE NO.
5. FAX E-MAIL I.D,

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON
2. DESIGNATION
3. PHONE No
4. MOBILE No
5. E-MAIL ID

Contract Agreement

CONTRACT/AGREEMENT No. MEX/ADMN/551/4/2024

DATED.....

THIS AGREEMENT is made onbetween ... (Mission)... (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at (address of the Mission)

AND M/s..... having its registered office at..... (Hereinafter referred to as "the Agency") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESS as follows:

WHEREAS the Client invited bids through open/limited tender, vide Notice Inviting Tender dated ____ for "**supply and installation of tempered glass roof to cover the open backyard area** at Embassy of India, Mexico City under Tender No. _____ dates _____

AND WHEREAS the Agency submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the requisite services to the Client.

AND WHEREAS the Client has selected M/s.....as the successful bidder ("the Agency") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No....., to the Agency on.....for a total sum of..... for providing required by the Mission.

AND WHEREAS the Client desires that the **supply and installation of tempered glass roof to cover the open backyard area** at Embassy of India, Mexico City (as defined in the Bidding Document) be provided, performed, executed and completed by the Agency, and wishes to appoint the Agency for carrying out such services.

AND WHEREAS the Agency acknowledges that the Client shall enter into contracts with other contractors / parties for **supply and installation of tempered glass roof to cover the open backyard area** at Embassy of India, Mexico City in case it falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Agency as parties of competent capacity and equal standing.

AND WHEREAS the Agency has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for **supply and installation of tempered glass roof to cover the open backyard area** at Embassy of India, Mexico City,

failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

AND WHEREAS the Agency shall be responsible for payment of VAT/other taxes. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill.

AND WHEREAS the Client and the Agency agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents) :-

The Letter of Acceptance (LoA) issued by the Client;
Notice to Proceed (NTP) issued by the Client;
The complete Bid, as submitted by the Agency;
The Addenda, if any, issued by the Client;
Any other documents forming part of this Contract Agreement till date;
(Performance Bank Guarantee, Bank Guarantee);
Charges - Schedule annexed to this Article of Agreement;
Supplementary Agreements executed from time to time.

Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

This Contract shall be governed by and construed in accordance with the laws of ____.
Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Agency

Signed on Behalf of
Embassy of India,

(Authorised Signatory)

(Authorised Signatory)

No. MEA/ADMN/551/4/2024

**Embassy of India
Mexico City**

**TENDER FOR SELECTING CONTRACTOR
FOR
(Supply and installation of tempered glass roof to cover the open backyard area at
Embassy of India, Mexico City)**

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

Bank Guarantee No.....

Brief description of contract: *(Name of the Project)*

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

Date:

Whereas M/s *(Name of Contractor with address)* have submitted their tender for *(Name of the Project)* at *(Name of the station)* for *(Name of the Mission/Post)*, and one of the tender conditions is for the M/s *(Name of Contractor with address)* to submit a Bank Guarantee for Earnest Money Deposit amounting to M\$ 7000.00 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 M\$ 5000.00.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to M\$ 7000.00.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from **(date of issue)** up to the **(date after 180 days from date of issue)** and claims under this guarantee should be submitted not later than **(date after 180 Days from date of issue)**.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

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

Date:

Place:

Name:

Signature:

No. Mex/Admn/551/4/2024

**Embassy of India
Mexico City**

**TENDER FOR SELECTING CONTRACTOR
FOR
(Supply and installation of tempered glass roof to cover the open backyard area at
Embassy of India, Mexico City)**

Section-VIII

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

2. Bids Securing Declaration

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for contracts with the Government of India.

Date:
Name:

Place:
Signature:

No. Mex/Admn/551/4/2024

**Embassy of India
Mexico City**

**TENDER FOR SELECTING Consultant
FOR
(Supply and installation of tempered glass roof to cover the open backyard area at
Embassy of India, Mexico City)**

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: *(Name of the Project)*

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

Date:

Whereas M/s **(Name of Contractor with address)** have submitted their tender for **(Name of the Project)** at **(Name of the station)** for **(Name of the Mission/Post)**, and one of the tender conditions is for the M/s **(Name of Contractor with address)** to submit a Bank Guarantee for Performance Security (3% of contract value) amounting to **(To be indicated in local currency or US\$ by the Mission/Post calculated as 3% of the tendered cost)**. In fulfilment of the tender conditions, we, **(Name of Bank with address)** hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **(To be indicated in local currency or US\$ by the Mission/Post calculated as 3% of the tendered cost)**.

2. This guarantee is valid for a period of ___ Days and upto **(date should be two months after the date of completion of work)** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **(To be indicated in local currency or US\$ by the Mission/Post calculated as 3% of the tendered cost)**

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from **(date of issue)** up to the **(date should be two months after the date of completion of work)** and claims under this guarantee should be submitted not later than **(from date of expiry)**.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

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

Date:

Place:

Name:

Signature: