

Request for Bid



Invitation for competitive bids for Annual contract for supply of two professionally trained Security Guards for round the clock (24x7) security duty of the Chancery cum Embassy Residence at Embassy of India, Ulaanbaatar (Mongolia)

**Tender No. ULA/815/01/2022
Date: 08 April 2022**

**Embassy of India, Beijing Street-8, Khorro # 7,
Sukhbaatar District 14190, Ulaanbaatar (Mongolia)
Telephone No.: +976-11-329522 / 329524
Email: hoc.ulaan@mea.gov.in**

No. ULA/Admn/815/1/2022
Embassy of India
Ulaanbaatar

NOTICE INVITING TENDER

Subject: Invitation for competitive tender for Annual contract for supply of two (02) professionally trained Security Guards for round the clock (24x7) security duty of the Chancery cum Embassy Residence, Embassy of India, Ulaanbaatar, Beijing Street-8, 7th Khoroo, Sukhbaatar District, Ulaanbaatar-14190, Mongolia.

The President of India acting through the Embassy of India, Ulaanbaatar requests proposals in sealed envelopes from appropriately qualified and adequately experienced & reputed Security Agencies for entering into annual contract for supply of two (2) professionally trained Security Guards for round the clock (24x7) security duty of the Chancery cum Embassy Residence, Embassy of India, Ulaanbaatar. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Head of Chancery, Embassy of India, Ulaanbaatar, telephone No.: +976-11-329522, 329524, Email: hoc.ulaan@mea.gov.in on or **before 1700 hrs on 4 May 2022**. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Embassy of India, Ulaanbaatar at <https://www.eoi.gov.in/ulaanbaatar> under Tenders.

1. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Security Agency by the Embassy of India, Ulaanbaatar for supply of two (2) professionally trained Security Guards for round the clock (24x7) security duty of the Chancery cum Embassy Residence at the Embassy of India, Ulaanbaatar (Mongolia).

1.1 Location and description of Property: Embassy of India, Beijing Street-8, Khorro # 7, Sukhbaatar District 14190, Ulaanbaatar (Mongolia)

1.2 **Scope of Work: Attached at Section IV**

1.3 **Submission:** The proposals (bids) should be submitted in two parts: (i) **Technical Bid**, which should contain the documents establishing the technical eligibility of the applicant and other documents required for establishing sound financial condition, as per terms & conditions of this tender; and (ii) **Financial Bid**, which should be as per the format given in this tender. The last date of submission of sealed bids is **1700 hrs on 4 May 2022** in the office of Head of Chancery, Embassy of India, Ulaanbaatar. Technical bids will be opened on **1000 hrs on 05 May 2022** in the Embassy of India, Ulaanbaatar. All pages of the submission document must be signed by authorized signatory. Schedule of the bid submission would be as follows:

Bid submission (start date)	:	08.04.2022 (0900 hrs)
Pre bid meeting date	:	15.04.2022 (1100 hrs)
Bid submission (end date)	:	04.05.2022 (1700 hrs)
Bid Opening date (Technical)	:	05.05.2022 (1000 hrs)
Bid Opening date (Financial)	:	05.05.2022(1200 hrs)

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Tender Documents

2. Tender Contents

2.1 **Technical Bid Documents:**

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

2.2 **Financial Bid Documents:**

Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender - Financial bid letter (Section-VI)
(Lump sum fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Bid Securing Declaration (BSD)/Guarantee, etc. (Section-VII)**/

* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

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Invitation to Tender

3. The President of India acting through the Embassy of India, Ulaanbaatar invites Lump-sum Fixed Price Tender for Annual Contract for supply of two (02) professionally trained Security Guards for round the clock (24x7) security duty at the Chancery cum Embassy Residence, Embassy of India, Ulaanbaatar, Beijing Street-8, 7th Khoroo, Sukhbaatar District, Ulaanbaatar-14190, Mongolia. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for Bank Guarantee, etc.

3.1 The last date of submission of sealed bids is **1700 hrs on 04 May 2022** in the office of Head of Chancery, Embassy of India, Ulaanbaatar. Technical bids will be opened on **1000 hrs on 05 May 2022** in the Embassy. Any Tender received after this date and time will not be considered. Applicants may send their representative to be present during opening of bids.

3.2 The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

3.3 Eligibility Criteria:

3.3.1 **Permit:** The Tenderer should have valid permit/registration from a competent local authority and expertise in supplying manpower of appropriate qualification, especially professionally trained Security Guards for security duties.

3.3.2 **Similar work:** The Tenderer must have satisfactorily completed (i) one similar completed project/contract costing not less than MNT 32 million or (ii) two similar completed projects/contracts each costing not less than MNT 24 million or three similar completed projects/contracts each cost not less than MNT 16 million in a year. Similar projects/contracts means “The bidder should have completed a contract of supply of manpower during last 5 years”.

3.3.3 Annual Turnover: Average annual financial turnover should be at least MNT 12 million during last 3 consecutive financial years ending 2021-22. This should be duly audited by the Chartered Accountant.

3.3.4. Profit-Loss: The tenderer should be a profit-making company. The tenderer should not have suffered loss in more than three financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.

3.3.5 In case, the bidder that fails to submit the above-mentioned documents including documents specified in Section-II of NIT, Bid Security Declaration and Data Sheet specifying the technical specifications of the items which should not be less than the specifications provided in the tender document, it will lead to disqualification of the bid on technical grounds.

3.4 Performance Security: MNT 2 million shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of contract. Bank Guarantee shall be deposited within 15 days of issue of Letter of Intent. Letter of award of annual contract shall be issued on receipt of performance guarantee. (Format of Performance Security is attached).

3.5 Financial quote & variations: Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

3.6 Commencement: Commencement of the services shall be effected within 5 days from the date of issue of Acceptance letter or signing of contract.

3.7 Arbitration:

3.7.1 If any dispute, difference or question at any time arises between the Mission and the Supplier in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.

3.7.2 The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

3.7.3 The Arbitration will have its sittings in Embassy of India, Ulaanbaatar.

3.8 Rejection: Embassy of India, Ulaanbaatar 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.

3.9 Sub-contractors: The Tenderer must submit with his offer a list of Sub-

Contractors/Suppliers and Specialists names he proposes to use. The Embassy of India, Ulaanbaatar reserves the right to accept or reject any pre-approved sub-Contractor/supplier even after formal award of Contract and/or commencement of work with or without reason.

3.10 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 process or during execution of resultant contracts. No official of a 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 practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

3.11 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 is linked or if they are part of more than one bid in the 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 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.

3.12 The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors/supplier and other bid-pack Contractors employed on the project 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.

[Sanjeev Kumar]
Head of Chancery
Address: Embassy of India,
Beijing Street-8, Khorro #7,
Sukhbaatar District,
Ulaanbaatar - 14190
Email: hoc.ulaan@mea.gov.in

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Section-I

4. INSTRUCTION TO BIDDERS

4.1 The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity
Section -VI	:	Form of Bid
Section-VII	:	Standard formats for Bid Securing Declaration(BSD)/Guarantee, etc.

4.2 **Cost of Tendering** – The Embassy of India 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.

4.3 Bid Securing Declaration–

The bidder shall submit Section-VII for the above purpose. If the bidder withdraws or modify the bids during the period of validity or, after award of contract, fails to sign the contract or to submit a performance security before the deadline defined in the request for bids document, the bidder will be suspended for a period of **one year** from being eligible to submit bids for contracts with the Government of India.

4.4 **Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of work/contract as indicated in scope of works.

4.5 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.

4.6 Bidders are required to quote Lump-sum fixed prices on “Form of Tender”. Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

4.7 The total amount of schedule of quantity prepared by them should be transferred

to Form of Tender.

4.8 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 **MNT** only.

4.9 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

4.10 **Validity of Bid** - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

Tender and Schedule of Quantities

4.11 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.

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

Errors and Rectification:

4.17 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.

4.18 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.

4.19 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.

4.20 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with '**Annual Contract for Supply of two (2) professionally trained Security Guards for round the clock (24x7) security duty of the Chancery cum**

Embassy Residence at the Embassy of India, Ulaanbaatar (Mongolia)’ which shall have following sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII and also the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as “**Technical Bid**”.

Envelope B: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be superscribed as “**Financial Bid**”.

The last date of submission of sealed bids is **1700 hrs on 04 May 2022** in the office of Head of Chancery, Embassy of India, Ulaanbaatar, telephone No.: +976-11-329522, 329524, Email: **hoc.ulaan@mea.gov.in**

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

4.22 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.

4.23 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Ulaanbaatar. The Embassy 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.

4.24 Amendments to Tender Document - At any time prior to the date of opening of the tender, the Embassy may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Embassy of India, Ulaanbaatar.

4.25 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Head of Chancery, Embassy of India, Ulaanbaatar, telephone No.: +976-11-329522, 329524, Email: **hoc.ulaan@mea.gov.in**

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

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

4.28 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

(i) If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Ulaanbaatar.

(ii) 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.

- (iii) If there is evidence of collusion between Bidders.
- (iv) If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
- (v) If Bid price is disclosed or become known before opening of Financial Bid.

4.29 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. In case the amounts quoted include element of VAT/Customs, the break-up of the same shall be provided specifically.

4.30 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and technical specifications etc. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Embassy of India, Ulaanbaatar.

4.31 No escalation of price - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

Payments:

4.32 Payments towards the services of providing two professionally qualified Security Guards for 24x7 security of Embassy of India, Mongolia shall be released on monthly basis, upon presentation of invoice by the service provider.

4.33 The Embassy of India, Ulaanbaatar right to waive - The Embassy reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy except that no proposal will be accepted if the Bid Securing Declaration (BSD) of the preceding statutory documents was not submitted with the tender.

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Section-II

5. Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

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Section-III

6. Terms and Conditions of Contract

6.1 Quoted price is final fixed lump-sum price inclusive of all taxes except VAT.

6.1.1 Quoted price shall be exclusive of VAT. The quoted price should include lump sum charges for Labour/transportation and services required/ necessary, if any, for discharge of security services at the Embassy of India, Mongolia complex. In case the amounts quoted include element of VAT/Customs, the break-up of the same shall be provided specifically.

6.2 The annual contract would be for a period of 12 months.

6.3 Defects liability period: In case of non-performance / non-compliance of Embassy of India instructions, deliberate and intentional security lapses by the service provider, the Embassy of India, Ulaanbaatar shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Embassy.

6.4 **Commencement date of work** shall be counted from the 5 days of Issue of Letter of Acceptance or Letter of Award or from the date of handing over of site whichever is later.

6.5 Payment: - Payment shall be released on monthly basis after submission of invoices towards the monthly services provided by the vendor.

6.6 Non-completion of work: In case of non-completion of work/contract within stipulated time or within approved extended time, the Embassy of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor/supplier.

6.7 Force Majeure and EoT clause: In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

6.8 Validity of the Contract: This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement, for a period of one year.

6.9 Additional Work: Embassy of India, Ulaanbaatar shall not allow any claims for additional work/services performed by supplier unless the additional work is authorized by the Embassy in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work/services authorized by the Embassy shall be compensated at a rate mutually agreed to by the parties.

6.10 Termination of Contract: The Embassy may terminate this contract, by giving a written notice of minimum of 30 days to the service provider being unable to perform a particular portion of the services for a period of more than 15 days

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Section-IV

7. Scope of Work

Scope of work given below. The bidder is advised to understand the full scope of work.

The work involve is supply of following items and its commissioning & satisfactory operation:

S.No.	Component	Quantity
i.	Supply of two professionally trained Security Guards (SGs) for round the clock (24x7) security duties at the Chancery cum Embassy Residence, Embassy of India, Ulaanbaatar	02 (Two)

7.2 The following requirement regarding Security Guards (SGs) must be met by the agency:

- (i) No SG should be more than 45 years of age.
- (ii) SG should be physically and mentally fit.
- (iii) SG must be cleared by the local government's security department.
- (iv) Agency must provide smart uniforms to all SGs including raincoat / overcoat and all necessary clothing / equipment / appliances to withstand extreme climate of Mongolia.
- (v) All SGs should have basic training to operate security equipment such as access control, CCTV, baggage scanners, DFMD etc.
- (vi) The agency should rotate SGs periodically (one in every 4 months, if Mission desires so)
- (vii) All SGs should also have basic knowledge on security laws of Mongolia.
- (viii) SGs should have basic knowledge of First Aid and Fire Fighting and disaster management drill.
- (ix) SGs should have the ability or able to communicate or understand instructions in basic English language.

7.3 Following additional information may also be provided by the bidding agency:

- (i) Does the agency provide security services to other diplomatic Missions or any other industrial establishment also? Supporting documents for experience and references.
- (ii) What is the reserve capacity of men and vehicles? Can it draw in more human resources to combat an emergency?

- (iii) Does it meet the minimum wage policy of the local government and other legal, and labour obligations?
- (iv) Details of training curriculum, duration of the security personnel.
- (v) What communicative system does the Agency have? Provide details of technology and supervision mechanisms to monitor guard presence and efficiency.
- (vi) Does the agency have a 24x7 Control Room?
- (vii) Is the agency licensed by the local police or statutory authority?
- (viii) What industry certificate does it have in terms of quality?

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Section-V

8. Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			

Note: Please refer to Section-I of the document

8.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

8.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

8.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

8.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

8.5 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

(To be submitted by the bidder)

TO: Embassy of India, Ulaanbaatar (Mongolia)

We have examined tender conditions for the above-named supplies at the site and general conditions under which the supply of technical equipment and appliances 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 of: MNT _____ inclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

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Section-VII

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. ULA/Admn/815/1/2022
Embassy of India
Ulaanbaatar**

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **Invitation for competitive tender for Annual contract for supply of two (02) professionally trained Security Guards for round the clock (24x7) security duty of the Chancery cum Embassy Residence, Embassy of India, Ulaanbaatar, Beijing Street-8, 7th Khoroo, Sukhbaatar District, Ulaanbaatar-14190, Mongolia.**

Name and Address of Beneficiary: Embassy of India, Beijing Street-8, Khoroo # 7, Sukhbaatar District, Ulaanbaatar – 14190, Mongolia [C.P.O. Box 691, Ulaanbaatar 15160]

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for: **“Invitation for competitive tender for Annual contract for supply of two (02) professionally trained Security Guards for round the clock (24x7) security duty of the Chancery cum Embassy Residence, Embassy of India, Ulaanbaatar, Beijing Street-8, 7th Khoroo, Sukhbaatar District, Ulaanbaatar-14190, Mongolia”** 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 MNT 2 Million. 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 MNT 2 Million.

2. This guarantee is valid for a period of **60 Days 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 herein above, the maximum liability under this guarantee is restricted to MNT 2 Million.

4. Notwithstanding anything to the contrary contained herein above, 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 (**Mongolia**) _____ and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (**Mongolia**) _____ Courts.

Date:

Name:

Place:

Signature: