

**HIGH COMMISSION OF INDIA IN VICTORIA (MAHE)  
SEYCHELLES**

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR  
CONSTRUCTION OF CHANCERY, RESIDENCES & CULTURAL CENTRE  
FOR HIGH COMMISSION OF INDIA IN VICTORIA (MAHE) SEYCHELLES**

The President of India acting through High Commissioner of India in Victoria (Mahe), Seychelles, requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for Construction of Chancery, Residences & Cultural Centre for High Commission of India at Victoria (Mahe), Seychelles. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of US\$ 680,000 (US Dollars Six hundred eighty thousand) may be submitted as mentioned hereinafter at Para-8. 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 High Commission of India in Victoria (Mahé), Seychelles at <https://www.hciseychelles.gov.in/>

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the High Commission of India in Victoria (Mahé), Seychelles for Construction of Chancery, Residences & Cultural Centre for High Commission of India at Victoria (Mahé), Seychelles.

**3. Location and description of Property:**

The site is located in the capital of Seychelles, Victoria, within the island of Mahé. The site consists of two adjoining plots owned by the High Commission of India. The site abuts Mont Fleuri Road, a 6.0 m wide road on the front and Liberation Avenue at a higher level on the rear. The site has a combined area of 3299.80 sq.m. and can be accessed from the roads on the front as well as the rear side. The site has an upward gradient from the main approach road on the front towards the rear. The site faces East and is flanked on two sides by other plots, the one on the right side being vacant. To the North of the plot, behind the vacant land is a publication House and to the South, the National House. The site has a few structures which will be demolished for the new construction.

**4. Scope of Work:**

The scope of work will include the construction of the Chancery & Cultural Centre building, Residential building and service block, with a plinth area of approximately 9398 sq.m.

The work would include execution of civil& MEP works of highest standards, involving quality structural R.C.C. works (raft foundations, columns, beams & slabs), superior

quality architectural finishes, plumbing & firefighting works, HVAC works, electrical works, electro-mechanical equipment, roads, site development including external services and landscaping works. The chancery & cultural centre building has ground, basement and 4 upper floors. The residential building has ground and four upper floors, plus two lower floors. Service block is a single-storied structure.

**5. Period of Completion: 30 Months**

**6. Tender:** The bidding will take place in two stages:

- (i) **Stage-I:** Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed
- (ii) **Stage-II:** Eligible firms would be issued with tender documents for submission of lump-sum financial bid.

**7. Site visit & Pre-bid meeting:** Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Eligible firms would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.

**8. 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 to establish sound financial condition, as per terms & conditions of this tender; and (ii) **Earnest Money Deposit (EMD) of US\$ 680,000 (US Dollars Six hundred eighty thousand)** which should be as per the format given in this tender. **The last date of submission of sealed bids is 1700 hours (SCT – Seychelles Time) (SCT – Seychelles Time) on 04<sup>th</sup> March, 2022** in the office of Mr Harsh Chirania, Head of Chancery, High Commission of India, 3rd floor, Maison Esplanade, Francis Rachel Street, Victoria (Mahe), Seychelles, email-id [hoc.mahe@mea.gov.in](mailto:hoc.mahe@mea.gov.in); telephone no. (+248) 4674118. **Technical bids will be opened at is 1100 hours (SCT – Seychelles Time) on 07<sup>th</sup> March, 2022** at the High Commission of India at Victoria (Mahe), Seychelles. All pages of the submission document must be signed by authorised signatory.

No. SEY/861/1/2018

**HIGH COMMISSION OF INDIA IN VICTORIA (MAHE)  
SEYCHELLES**

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**Tender Documents**

Tender Contents

**A. Technical Bid Documents:**

Document I : Invitation to Tender

Document I – Section-I : Instruction to Bidders

Document I – Section-II : Introduction and Credentials of Bidder\*

Document I – Section-III : Documents to establish eligibility

**B. Other Documents:**

Document II : Formats for Earnest Money Deposit (EMD)/Performance Bank Guarantee.

\* 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.

No. SEY/861/1/2018

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**Invitation to Tender**

The President of India acting through the High Commissioner of India in Victoria (Mahe), Seychelles invites Lump-sum Fixed Price Tender for Construction of Chancery, Residences & Cultural Centre for High Commission of India at Victoria (Mahe), Seychelles. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents.

<b>Technical Bid Document:</b>	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work, documents to establish eligibility as per Eligibility Criteria
<b>Other Mandatory Document to be submitted along with Technical Bid Document:</b>	
Document- II	Earnest Money Deposit (EMD)

2. The last date of submission of sealed bids is 1700 hours (SCT – Seychelles Time) on 04<sup>th</sup> March, 2022 in the office of Mr Harsh Chirania, Head of Chancery, High Commission of India, 3rd floor, Maison Esplanade, Francis Rachel Street, Victoria (Mahé), Seychelles, email-id [hoc.mahe@mea.gov.in](mailto:hoc.mahe@mea.gov.in), telephone no. (+248) 4674118. Technical bids will be opened at 1100 hours (SCT – Seychelles Time) on 07<sup>th</sup> March, 2022 at the High Commission. Any Tender received after this date and time will not be considered.
3. Technical bids will be opened at 1100 hours (SCT – Seychelles Time) on 07<sup>th</sup> March, 2022 at the High Commission of India in Victoria (Mahé), Seychelles. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission
4. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.
5. **Eligibility Criteria:**
  - 5.1 **Permit:** The Tenderer should have valid permit/registration from a competent local authority for carrying out the work in Victoria (Mahé), Seychelles.

**5.2 Similar work:**

The Tenderer must have satisfactorily completed (i) one similar work of value of US\$ 27.2 million or (ii) two similar works of value of US\$ 20.4 million or (iii) three similar works of value of US\$ 13.6 million. Similar works means Buildings (constructed under single contract) of Reinforced Cement Concrete framed structures including all utility services such as Modern office buildings, Hotels, Shopping Malls, Embassies, apartment complexes etc. The work in which compensation has been levied for delayed completion shall not be considered for eligibility.

**5.3 Bank Solvency:** The tenderer should submit Certificate of Solvency for US\$ 13.6 million or more, certified by bank. The certificate should not be older than a month and it is required to be renewed periodically every six months.

**5.4 Annual Turnover:** The bidder should have had average annual financial turnover (excluding VAT) of US\$ 17,000,000 (US Dollars 17 million) or more on Construction works during the immediate last five consecutive financial years. This should be duly audited/certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

**5.5 Profit-Loss:** The applicant should be a profit making company/firm and should not have suffered any financial loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. This fact shall be duly certified by the Chartered Accountant.

**Note: If bid is submitted in 2022, immediate preceding Financial Year will be considered as 2021.**

**5.6 Joint venture:** Joint Venture (JV) firms formed specifically for this tender shall not be permitted. JV, like a single entity, meeting all eligibility criteria shall be permitted. JV partners meeting eligibility criteria on individual basis separately shall not be permitted.

**6. Conditions of Contract:** The works shall be carried out in accordance with (FIDIC Conditions of Contract 1999 first edition) along with specific conditions of contract, as follows:

**6.1 Earnest Money Deposit (EMD):** The applicant needs to submit Earnest Money Deposit (EMD) US\$ 680,000 (US Dollars Six hundred eighty thousand). This should be in the form of Bank draft or Banker's cheque or Online payment to High Commission of India in Victoria (Mahe), Seychelles Bank of Baroda, Victoria, Mahe, Seychelles US\$ A/c No. 90210200000030, Swift-BARBSCSC *or* an unconditional and irrevocable Bank Guarantee (as per template given in Section-IV). **EMD shall be submitted in a separate sealed envelope.** EMD shall have to remain valid for a period of forty five days beyond the final bid validity period, i.e. 225 days (180 days + 45 days). EMD of unsuccessful bidders

shall be returned at the earliest but not later than the 30<sup>th</sup> day after the L-1 bidder is identified. EMD of successful bidder will be returned after submission of Performance Bank Guarantee. If the successful bidder withdraws or modifies the Bid during the period of validity or after award of the contract fails to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, the EMD will be forfeited.

**6.2 Retention Money** (Refer Clause 14.3 & 14.9 of FIDIC): 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 notification period. In case of time extension of project, the BG should be revalidated up to extended time plus Defects Liability period.

**6.3 Performance Security** (Refer Clause 4.2 of FIDIC): This will be equal to 5% of Accepted tender amount. This should be in the form of an unconditional and irrevocable Bank Guarantee (as per template given in Section-V) and should be valid up to 60 days beyond the Defects Liability Period. 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 21 days after notification of award. **Agreement with contractor will be signed only after a valid performance security is submitted.**

**6.4 VAT clause:** The Lump sum quote from bidder shall be exclusive of VAT.

**6.5 Lump Sum 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”. Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates. 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 in US Dollar only. In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

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. 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. 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. 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. 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.

**6.6 Liquidated Damage** (Refer Clause 8.4 & 8.7 of FIDIC): It shall be @ 0.5% per week of delay limited to 10% of accepted tender cost. This shall be calculated on per day basis for each day of delay that is  $0.5/7 \times$  no of days of delay.

**6.7 Payment against material** (Secured Advance) (Refer Clause 14.5 [plant and material intended for the work] of FIDIC): Payment against 80% of the landed price of non-perishable material brought at site but yet to be used in works shall be allowed as secured advance and this shall be adjusted in Running Account Bill of work done involving material (full or part) as consumed in works.

**6.8 Mobilisation advance** (Refer Clause 14.2 of FIDIC):

**6.8.1** Mobilization advance will be limited to 10% of tendered amount.

**6.8.2** 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.

**6.8.3** The advance shall be released in two or more installments.

**6.8.4** A valid Bank Guarantee should be available for the amount of outstanding advance at all times.

**6.8.5** 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.

**6.9 Arbitration / litigation** (Refer Clause 20 of FIDIC): This shall be as per FIDIC Conditions of Contract. Jurisdiction would be of the local courts.

**6.10 Delay in payment of Running Bill** (Refer Clause 14.8 of FIDIC): Employer would make payment of Running Account Bill (Payment of work done of all undisputed items) within the stipulated time but in case of delay no interest will be payable.

**6.11 Escalation:** No escalation on accepted tender cost will be permitted for any reason.

7. **Defects Liability Period:** Defects Liability period will be twelve months from date of completion of project.
8. **Completion of project:** The Period of Completion for the whole of the works is 30 Months (Thirty months) calculated from the date of commencement of works and the date of commencement of work will be deemed as 15 days from the handing over of the site.
9. **Rejection:** The High Commission of India in Victoria (Mahé) Seychelles 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.
10. **The tender documents for Stage-II will comprise:**
  - i. Architectural drawings and specifications
  - ii. Structural drawings and specifications
  - iii. MEP Services drawings and specifications for
    - Electrical works and data
    - Fire Protection works
    - Plumbing works
  - iv. Security Drawings and specifications
  - v. Schedule of Quantity
  - vi. Building consent

Address:

Email:

Fax:

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**Section-I**

**INSTRUCTION TO BIDDERS**

1. The Bidding Documents comprise of:

Section-I : Instruction to bidders  
Section-II : Introduction and Credentials of Bidder  
(To be prepared and submitted by the Bidder)

Section -III : Documents to establish eligibility  
(To be prepared and submitted by the Bidder)

Section – IV : Standard format for Earnest Money Deposit (EMD).  
Section V : Standard format for Performance Guarantee

2. **Tender:** The bidding will take place in two stages:

- i. **Stage-I:** Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed.
- ii. **Stage-II:** Eligible firms would be issued with tender documents for submission of lump-sum financial bid.

3. **Site visit & Pre-bid meeting:** Physical visit to the site is mandatory to have a general idea about the extent of works required and the amount of involvement by the Contractor. Eligible firms would be invited to a site visit which is mandatory and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.

4. **Cost of Tendering:** High Commission of India in Victoria (Mahé), Seychelles will not be responsible to compensate for any expense or losses which might have been incurred by the bidder in the preparation and submittal of his Tender/bid.

5. **Earnest Money Deposit:** The bidder shall submit a Demand draft or Banker's cheque or an unconditional and irrevocable Bank Guarantee (as per template given in Section-IV) or Online payment to High Commission of India in Victoria (Mahe), Seychelles account amounting to US\$ 680,000 (US Dollars Six hundred eighty thousand).

6. **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.
7. **Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with “**Construction of Chancery, Residences & Cultural Centre for High Commission of India at Victoria (Mahe), Seychelles for the High Commission of India in Victoria (Mahe), Seychelles**” which shall have following two sealed envelopes inside:
  - Envelope A:** Should contain the Demand draft or Banker's cheque or an unconditional and irrevocable Bank Guarantee (as per template given in Section-IV) or print-out of online payment towards payment of EMD. This envelope is to be super-scribed as “**EMD**”.
  - Envelope B:** Should contain the documents mentioned in Section-II and Section-III. This envelope should be super-scribed as “**Technical Bid**”.
- 7.1 The last date of submission of sealed bids is 1700 hrs. (SCT – Seychelles Time) on 04<sup>th</sup> March, 2022 in the office of Mr Harsh Chirania, Head of Chancery, High Commission of India, 3rd floor, Maison Esplanade, Francis Rachel Street, Victoria (Mahé), Seychelles, email-id [hoc.mahe@mea.gov.in](mailto:hoc.mahe@mea.gov.in), telephone no. (+248) 4674118.
- 7.2 The date and time for submission may be deferred by an official notification in writing issued by the High Commission of India in Victoria (Mahé), Seychelles to all Bidders. Tenders received after this date will not be considered.
- 7.3 Any Bid received after the last date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.
8. **Selection process:**
  - 8.1 The bids will be opened at 1100 hrs. (SCT – Seychelles Time) on 07<sup>th</sup> March, 2022 at the High Commission of India in Victoria (Mahé), Seychelles. Bidders may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India in Victoria (Mahé), Seychelles.
  - 8.2 Envelope A containing EMD will be opened first. Envelope B would be opened only of those bidders who have submitted a valid EMD. The technical eligibility credentials of the bidders shall be evaluated based on documents submitted in Envelope B. Failure to submit requisite documents will render the applicant ineligible.

- 8.3 A list of technically qualified bidders shall be prepared. Eligible bidders would be invited to a site visit which is mandatory and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.
9. **Conditional Acceptance of the Tender:** The acceptance of the Tender shall be conditional and not finally binding upon the High Commission of India in Victoria (Mahé), Seychelles. The High Commission of India in Victoria (Mahé), Seychelles 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.
10. **Amendments to Tender Document** - At any time prior to the date of opening of the tender, the High Commission of India in Victoria (Mahé), Seychelles may issue an addendum to 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 High Commission of India in Victoria (Mahé), Seychelles.
11. **Clarification:** Any further information or clarification which the Tenderer may require in order to complete their bid, may contact Mr Harsh Chirania, Head of Chancery, High Commission of India at Victoria (Mahé), Seychelles, email-id [hoc.mahe@mea.gov.in](mailto:hoc.mahe@mea.gov.in), telephone no. (+248) 4674118.
12. All information requested by and supplied to one bidder will be supplied to all bidders.
13. Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the High Commission of India in Victoria (Mahé), Seychelles as to the meaning of anything connected with the Tender Document.
14. **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 High Commission of India in Victoria (Mahé), Seychelles.
  - 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.
15. **Right to waive** - The High Commission of India in Victoria (Mahé), Seychelles reserves the right to waive any deficiency in any tender where such waiver is in

the interest of the High Commission of India in Victoria (Mahé), Seychelles except that no proposal will be accepted if the Earnest Money Deposit (EMD) or any 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 & 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**

**Documents to establish eligibility**

**(To be submitted by the bidder)**

**Note:** This shall be submitted by the bidder. The documents shall be capable of establishing the eligibility of the bidder for the tender. For similar work, the bidder is required to submit work order, value and completion certificate of the work. Details of ongoing work would not be considered for establishing eligibility of the bidder. The work which was delayed or where the bidder was penalized for any reason will not be considered for similar works.

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**SECTION IV**

**Bank Guarantee Proforma for Earnest Money Deposit**

Bank Guarantee No.....

Brief description of contract: Construction of Chancery, Residences & Cultural Centre for High Commission of India at Victoria (Mahé), Seychelles.

Name and Address of Beneficiary: High Commission of India in Victoria (Mahé), Seychelles

Date:

Whereas M/s (*Name of Contractor with address*) have submitted their tender for “Construction of Chancery, Residences & Cultural Centre for High Commission of India at Victoria (Mahe), Seychelles for High Commission of India in Victoria (Mahe), Seychelles” 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 US\$ 680,000 (US Dollars Six hundred eighty thousand). 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 US\$ 680,000 (US Dollars Six hundred eighty thousand).

2. This guarantee is valid for a period of 225 (Two hundred and twenty five) Days [180 days of bid validity + 45 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 US\$ 680,000 (US Dollars Six hundred eighty thousand).

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (*date of issue*) up to the (*date after 225 days from date of issue*) [180 days of bid validity + 45 days] and claims under this guarantee should be submitted not later than (*date after 225 Days from date of issue*) [180 days of bid validity + 45 days].

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 Seychelles and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Republic of Seychelles Courts.

Date:  
Name:

Place:  
Signature:

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**SECTION V**

**Bank Guarantee Proforma for Performance Security**

Bank Guarantee No.....

Brief description of contract: Construction of Chancery, Residences & Cultural Centre for High Commission of India at Victoria (Mahe), Seychelles.

Name and Address of Beneficiary: High Commission of India in Victoria (Mahe), Seychelles

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for “**Construction of Chancery, Residences & Cultural Centre for High Commission of India at Victoria (Mahe), Seychelles for High Commission of India in Victoria (Mahe), Seychelles**”, and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Performance Security (5% of tendered cost) amounting to (**5% 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 *calculated as 5% of the tendered cost* ).

2. This guarantee is valid for a period of \_\_\_\_ Days and up to (**date should be two months after the date of Defects Liability Period**) 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 **5% of the tendered cost of US\$ \_\_\_\_\_**)

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**

**Defects Liability Period**) 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 Seychelles and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Republic of Seychelles Courts.

Date:

Place:

Name:

Signature: