



TENDER NO. VAN/ADM/862/01/2016

DATE: 29th NOVEMBER 2024

**CONSULATE GENERAL OF INDIA
VANCOUVER**

www.cgivancouver.gov.in

INVITES BIDS FOR

SELECTING CONTRACTOR FOR

**DEMOLITION OF EXISTING BUILDING
AND
CONSTRUCTION OF NEW HOUSE**

AT

1045 EYREMOUNT DRIVE, WEST VANCOUVER, BC-V7S2B4

LAST DATE FOR SUBMISSION OF BIDS:

20TH DECEMBER 2024 UPTO 05:30 PM (LOCAL TIME)

DATE OF OPENING BIDS:

24TH DECEMBER 2024 AT 10:30 AM (LOCAL TIME)

PLACE OF SUBMISSION & OPENING OF BIDS:

**CONSULATE GENERAL OF INDIA
VANCOUVER**

#201-325 HOWE STREET, VANCOUVER, BC-V6C1Z7

**CONSULATE GENERAL OF INDIA
VANCOUVER**

NOTICE INVITING TENDER FOR SELECTING CONTRACTOR

FOR

DEMOLITION OF EXISTING BUILDING AND CONSTRUCTION OF NEW HOUSE

1. The President of India acting through Consul General of India in Vancouver requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for Demolition of existing building and Construction of new house. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of C\$ 29,250 may be submitted as mentioned hereinafter at Para-9. 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 Consulate General of India, Vancouver at <https://cgivancouver.gov.in/>.
2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Consulate General of India in Vancouver for Demolition of existing building and Construction of new house.
3. **Location and description of Property:** 1045 Eyremont Drive, West Vancouver, BC-V7S2B4.
4. **Scope of Work:** Demolition of existing building and Construction of a new house (as per attached drawings).
5. **Period of Completion:** Completion shall be achieved within 18 months of awarding of construction contract.
6. **Currency of the tender:** Canadian Dollar (CAD)
7. **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 (24th December 2024)
 - (ii) **Stage-II:** Eligible firms would be issued with tender documents for submission of lump-sum financial bid.
8. **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. Applicants successful in Stage-I will be informed of the date and time of the site visit.

9. Submission: The proposals (bids) should be submitted in two parts:

(a) **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

(b) **Earnest Money Deposit (EMD)** of C\$ 29,250 which should be as per the format given in this tender.

- The last date of submission of sealed bids is **05:30 PM on 20th December, 2024** in the office of **Mr. Sukhbir, Consul, #201-325 Howe Street, Vancouver, BC- V6C1Z7, hoc.vancouver@mea.gov.in, Mob. +1604-351-6672.**

- Technical bids will be opened at **10:30 AM on 24th December 2024** at the Consulate General of India, Vancouver **#201-325 Howe Street, Vancouver, BC - V6C1Z7**. All pages of the submission document must be signed by authorized signatory.

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TENDER FOR SELECTING CONTRACTOR
FOR
DEMOLITION OF EXISTING BUILDING AND CONSTRUCTION OF NEW HOUSE

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.

Document II – Section-IV : Bank Guarantee Proforma for Earnest Money Deposit

Document II – Section-V : Bank Guarantee Proforma for Performance Security (need to be submitted only by the finalized contractor)

*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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TENDER FOR SELECTING CONTRACTOR

FOR

DEMOLITION OF EXISTING BUILDING AND CONSTRUCTION OF NEW HOUSE

Invitation to Tender (Document -I)

1. The President of India acting through the Consul General of India in Vancouver invites Lump-sum Fixed Price Tender for Construction of new house. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents.

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

2. The last date of submission of sealed bids is **05:30 PM on 20th December 2024** in the office of **Mr. Sukhbir, Consul, #201-325 Howe Street, Vancouver, BC - V6C1Z7, hoc.vancouver@mea.gov.in, +1604-351-6672**. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened at **10:30 AM on 24th December 2024** at the **Consulate General of India, Vancouver #201-325 Howe Street, Vancouver, BC - V6C1Z7**. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Consulate General of India, Vancouver.

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 Consulate General of India, Vancouver.

5.2 Similar work:

The Tenderer must have satisfactorily completed in the last seven years:

(i) one similar work of value of \$4.7m Canadian or

(ii) two similar works of value of \$3.51m Canadian or

(iii) three similar works of value of \$2.34m Canadian.

- Similar works means Buildings (constructed under single contract) of wood frame construction combined with structural steel and architecturally finished concrete. The work in which compensation has been levied for delayed completion shall not be considered for eligibility. Commencement Certificate and Completion Certificate from the Employer will be for the similar works.

5.3 Bank Solvency: The tenderer should submit Certificate of Solvency for \$2.34m Canadian 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 turn-over of \$2.92m Canadian (excluding PST) or more on Construction works during the immediate last three 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 and audited financial statements for these five years will be submitted by the bidder.

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 the CCDC-2-2020 (Canadian Construction Documents Committee) Stipulated Price Contract along with specific conditions of contract, as follows:

6.1 Earnest Money Deposit (EMD): The applicant needs to submit Earnest Money Deposit (EMD) of C\$29,250. This should be in the form of Bank draft or Banker's cheque or Online payment to Consulate General of India, Vancouver 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 ninety days beyond the final bid validity period. EMD of unsuccessful bidders shall be returned at the earliest but not later than the 30th 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: Retention Money will be limited to 5% of the accepted tender amount and 5% of each Running bill will be deducted towards retention money.

Retention money shall be released against equivalent amount of Bank Guarantee (BG) to be submitted by Contractor. BG should be valid for completion period plus defects liability period. In case of time extension of project, the BG should be revalidated up to extended time plus Defects Liability period.

6.3 Performance Security: This will be equal to 5% of Accepted tender amount. This should be in the form of an unconditional and irrevocable Bank Guarantee (as per template given in Section-V) and should be valid up to 60 days beyond the stipulated date of completion. In case of time extension, the validity of Performance security BG should be extended up to 60 days beyond the extended date of completion. Performance Security shall be submitted by the successful bidder within 21 days after notification of award.

6.4 Forfeiture of Tender Security and Performance Guarantee: The Tender Security and Performance Guarantee (if submitted) may be forfeited upon occurrence of anyone events as specified hereunder:

6.4.1 If any bidder withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit the entire Tender Security absolutely.

6.4.2 If lowest Bidder fails to furnish the prescribed Performance Guarantee within the prescribed period, or sign the agreement in time or does not respond to request for clarification of its purpose or fails to provide required information during evaluation process or is found to be non-responsive, the Tender Security is absolutely forfeited automatically without any notice.

6.4.3 In case the Contractor fails to commence the work on commencement date as specified in the tender documents or such time period as mentioned in letter of Award or from the date of handing over to the site, whichever is later, the Employer shall without prejudice to any right or remedy, be at liberty to forfeit both the Tender Security and the Performance Guarantee (if submitted).

6.5 PST clause: The Lump sum quote from bidder shall be exclusive of PST.

6.6 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 Canadian 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.

6.7 Liquidated Damage: 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.

6.8 Payment against material (Secured Advance): 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.

6.9 Mobilisation advance :

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

6.9.2 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.

6.9.3 The advance shall be released in two or more installments.

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

6.9.5 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.

6.10 Arbitration / litigation: This shall be as per CCDC-2 Conditions of Contract. Jurisdiction would be of the local courts.

6.11 Delay in payment of Running Bill: 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.

6.12 Escalation: No escalation on accepted tender cost will be permitted.

- 6.13 Payment:** All the payments shall be released as progress payments on physical completion of 5% work or more duly certified and recommended by the Consultant.
- 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 18 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:** Consulate General of India, Vancouver 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 outline specifications
 - (ii)** Structural drawings and outline specifications
 - (iii)** Building Service drawings and outline specifications electrical and data
 - (iv)** Fire Protection and outline specifications and report
 - (v)** Civil/Geo-technical Drawings and outline specification
 - (vi)** Security Drawings and outline specification
 - (vii)** Schedule of Quantities
 - (viii)** Mechanical drawings and outline specifications
 - (ix)** Building consent
 - (x)** Address, Email, Fax

**CONSULATE GENERAL OF INDIA
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FOR

DEMOLITION OF EXISTING BUILDING AND CONSTRUCTION OF NEW HOUSE

Document-I : 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 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.

4. **Cost of Tendering:** Consulate General of India 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 Consulate General of India, Vancouver **amounting to C\$29,250.**

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 new house for Consulate General of India 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 **05:30 PM** on **20th December 2024** in the office of **Mr. Sukhbir, Consul, #201-325 Howe Street, Vancouver, BC - V6C1Z7, hoc.vancouver@mea.gov.in, +1604-351-6672.**

7.2 The date and time for submission may be deferred by an official notification in writing issued by the Consulate General of India, Vancouver 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 **10:30 AM** on **24th December 2024** at the **Consulate General of India, Vancouver, #201-325 Howe Street, Vancouver, BC-V6C1Z7**. Bidders may send their representative to be present during opening of bids after obtaining prior permission from the Consulate General of India, Vancouver.

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 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 Consulate General of India, Vancouver. The Consulate General of India, Vancouver 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 Consulate General of India, Vancouver 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 Consulate General of India, Vancouver.

11. **Clarification:** Any further information or clarification which the Tenderer may require in order to complete their bid, may contact **Mr. Sukhbir, Consul, #201-325 Howe Street, Vancouver, BC - V6C1Z7, hoc.vancouver@mea.gov.in, +1604-351-6672.**
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 Consulate General of India, Vancouver 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 Consulate General of India, Vancouver.
 - (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 **Consulate General of India, Vancouver** reserves the right to waive any deficiency in any tender where such waiver is in the interest of the **Consulate General of India, Vancouver** 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.

**Consulate General Of India
Vancouver**

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Document-I : 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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Document-I : 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.

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Document-II :SECTION IV

Bank Guarantee Proforma for Earnest Money Deposit

Bank Guarantee No.....

Brief description of contract: **Demolition of Existing Building and Construction of New House**

Name and Address of Beneficiary: **Consulate General of India, Vancouver, #201-325 Howe Street, Vancouver, BC-V6C1Z7**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for Demolition of existing building and **Construction of new house** at 1045 Eyremount Drive, West Vancouver for Consulate General of India and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Earnest Money Deposit amounting C\$ 29,250. 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 C\$ 29,250.

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 C\$ 29,250.

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 **(Canada)** Courts.

Date:

Place:

Name:

Signature:

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Document-II :SECTION V

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **Demolition of Existing Building and Construction of New House**

Name and Address of Beneficiary: **Consulate General of India, Vancouver, #201-325 Howe Street, Vancouver, BC-V6C1Z7**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for Demolition of existing building and **construction of new house** at 1045 Eyremount Drive, West Vancouver for Consulate General of India and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Performance Security (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 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 **5% of the tendered cost of C\$**)

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

Date:

Name: _

Place:

Signature:

DEFINITIONS

OWNER / EMPLOYER: is the Consulate General of India, Vancouver.

BIDDER: is the person who will respond to the Notice Inviting of Tendering, a contractor.

CONSULTANT: is the person or entity engaged by the Owner and identified as such in the Agreement. The Consultant is the Architect, the Engineer or entity licensed to practice in the province or territory of the Place of the Project.