

**Embassy of India
Kuwait**

No. Kuw/Adm/872/01/2023

Dated 17.09.2023

CLARIFICATION

The second round of the pre-tender meeting for the **Refurbishment of the Auditorium** took place on September 13, 2023, at the Embassy. During this meeting, bidders raised some queries related to the project, and the clarifications for these queries are provided below:

a. Bidders expressed their inability to submit the 'Bank of Solvency' as stipulated in the Sr. No. 5.3 of Document 1 within the Tender document, citing the unavailability of this instrument from local banks.

If bidders are unable to furnish the necessary banking instrument, they should submit a written statement on their official letterhead clearly stating their inability to comply. This statement should be included in the technical bid envelope along with their Tender submission to the Embassy.

b. With reference to submission period for the Performance Bank Guarantee, there is a discrepancy between Sr. No. 7 in the Document 1 and Annexure 'B' of the tender document.

Bidders are clarified that Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. The revised proforma of the Performance Security is appended below.

c. Clarification regarding the installation of the display in the Multipurpose Hall, as outlined in Sr. No. C (1) of the Scope of Work.

Bidders may kindly read Sr. No. C(1) [Page no. 4] of the Scope of work [Annexure C] as-
Supply and installation of min. 100-inch LED TV at the multipurpose hall.

d. Regarding point B(3)(15) [Page no. 3] of the scope of work [Annexure C], the bidder has sought clarification of the the installation of 4 PTZ cameras instead of 2 PTZ and 2 fixed lens cameras.

Bidders are kindly requested to provide quotations for 4 PTZ cameras instead of 2 PTZ cameras and 2 fixed lens cameras.

e. Regarding point B. (3) (10) [Page no 3] of the scope of work [Annexure C], bidders have raised a concern about the fixed size of the LED display, stating that the size of the LED may vary slightly due to the screen being composed of several rectangular panels from different manufacturers.

The screen size is defined as 6 meters in width and 3.36 meters in height in the Tender document. However, there might be minor variations in this size of the screen depending on the specific combination of modules used by the bidder.

Bank Guarantee Proforma for Performance Security

To,

Head of Chancery
Embassy of India
Kuwait

Bank Guarantee No.....

Brief description of contract:

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for: **Refurbishment/repair of Auditorium in the Embassy of India, Kuwait** 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 **KWD 5125/- (Kuwaiti Dinar Five thousand one hundred twenty five only)**. In fulfillment of the tender conditions, we, (**Name of Bank with address**) _____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **KWD 5125/- (Kuwaiti Dinar Five thousand one hundred twenty five only)**.

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 hereinabove, the maximum liability under this guarantee is restricted to **KWD 5125/- (Kuwaiti Dinar Five thousand one hundred twenty five only)**.

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

Date: Place:
Name: Signature