

**NOTICE INVITING TENDER**

**Subject:** Invitation for competitive tender for whitewashing / painting of Chancery premises and auditorium renovation work at Chancery premises of Consulate General of India, Dubai.

Consulate General of India, Dubai invites sealed quotations from reputed and experienced companies registered under relevant UAE laws who can provide the service for whitewashing / painting of external walls, repair/painting/polishing of wooden doors / metal shades / iron-grills / floors etc. and renovation of auditorium at Consulate General of India, Dubai. The company should have proper experience and manpower related to the work. Bids/quotations shall be submitted to 'Head of Chancery, Consulate General of India, Al Hamriya, Diplomatic Enclave, P.O. Box No.737, Dubai, U.A.E.' by Post or hand delivered latest by 27.11.2020. The schedule for bidding is as follows:

Bid submission (start date)	:	06.11.2020 (0830 hrs)
Pre bid meeting date	:	18.11.2020 (1000 hrs)
Bid submission (end date)	:	27.11.2020 (1700 hrs)
Bid Opening date	:	30.11.2020 (1000 hrs)

**2. Scope of Work**

- (i) Company shall do the whitewashing / painting / polishing etc. of external, internal perimeter wall including crack/patch filling and putty application as per the requirement, repair & renovation/painting/polishing of metal/wooden/gates/doors/grills (102 wooden doors) at the 3 storey Chancery building situated at Diplomatic Enclave, Al Hamariya, Bur Dubai, Dubai.
- (ii) Ground leveling work near Gate No. 2 (Labour Section entrance area) inside the premises.
- (iii) Filling of cracks & patchwork wherever needed on periphery walls of the covered area as well as minor repair work at some places. Full painting of perimeter wall & its grills. Repairs of all stone work wherever needed.
- (iv) Repair/solution for leakage from atrium glass ceiling and to check for rain water leakage in all office rooms.
- (v) Installation of wall to wall auditorium carpet as per the following details and dimensions:
  - a. dimension of the auditorium - 23 mtr x 14 mtr
  - b. thickness of the carpet - 5 mm minimum
  - c. thickness of the beneath foaming - 6 mm minimum
  - d. type of the carpet - auditorium carpet
- (vi) Re-upholstery of 350 auditorium chairs along with fixing the rubber base in legs as per the requirement
- (vii) Repair/polishing of all wooden panel/wooden walls in Auditorium
- (viii) Repair/polishing of front wooden panel of auditorium stage.
- (ix) Any other repair & maintenance that is necessary to be carried out along with.
- (x) The company shall have to manage all the transportation & labour related arrangement, the cost of which would be part of the consolidated cost.
- (xi) The company shall be responsible for removal & clearing of debris/residual material and will ensure related cleaning upon completion of work.
- (xii) Bid should be inclusive of all kinds of material, tools & equipment to be used for carrying out the job.
- (xiii) The companies have to clearly specify the brand names of paints & other material which would be used for the work.

**Eligibility Criteria**

1. **Permit** : The bidder must have valid permit/registration from the relevant department of UAE Government for carrying out the work in Dubai in the Diplomatic property of the CGI, Dubai

2. **Similar Work** : The tenderer must have satisfactorily completed (i) one similar work of value of AED 256,000/- or (ii) two similar work of value of AED 160,000/- or (iii) three similar work of value of AED 128,000/-.
3. **Bank Solvency** : Certificate of solvency for 40% value of the tender value certified by the bank. The certificate should not be older than 6 months.
4. **Annual Turnover** : The average annual financial turnover during the last three years ending 31<sup>st</sup> March of the previous financial year of the bidder should be equal to AED 96,000/-.
5. **Profit-Loss** : The bidder should not have suffered loss in more than two years in previous five financial years and must not have suffered loss in the immediate preceding financial year.

### Terms & Conditions

1. **Defects Liability period** : Defects liability period will be twelve months from date of completion of project.
2. **Performance Security** : 5% of the contract value 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 work.
3. **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.
4. **Commencement**: Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.
5. **Mobilisation Advance**: i) 10% of contract amount against equivalent Bank Guarantee. The mobilization advance shall be released only after obtaining a bank guarantee bond from scheduled bank for 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 of complete recovery together with interest. The advances shall not be released less than 2 instalments.
  - ii) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.
  - iii) The recovery should be commenced after 10% of the work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed.
6. **Retention Money**: 10% of accepted contract value to be deducted from the running bills, 50% of this retention money shall be released after 180 days of completion of work. The entire balance of retention money shall be released at the end of Defect Liability period.
7. **Arbitration**:
  - I. If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause 15, shall be referred to arbitration.
  - II. 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.
  - III. The Arbitration will have its sittings in CGI, Dubai.

8. **Rejection:** Consulate General of India, Dubai 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.
9. **Sub-contractors:** The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. CGI, Dubai reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.
10. The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works 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.
11. **Site visit:** Physical visit to the site is advisable to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.
12. **Cost of Tendering** - The Consulate General of India, Dubai will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submission of his Tender/bid.
13. **Earnest Money Deposit:** The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee amounting to **AED 6400/-**.
14. **Pre-bid meeting:** A pre-bid meeting is scheduled at 1000 hrs on 18.11.2020 in the Consulate General of India, Dubai. Interested bidders may contact the office of **Sh. Alok Kumar, VC(Property)** on mail: [prop.dubai@mea.gov.in](mailto:prop.dubai@mea.gov.in) or contact no. : **04-3971222/333** to attend the pre-bid meeting.
15. **Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.
- I. 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.
  - II. Bidders are required to quote Lump-sum fixed prices on "Form of Tender" and the currency should be uniform throughout the tender. Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.
  - III. The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.
  - IV. The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and in one currency only.
  - V. In case of any discrepancy between figures or words of currency, the amount quoted in words shall be taken to be correct for this tender.
16. **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.
17. **Tender and Schedule of Quantities:**
- I. 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.
  - II. 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.
  - III. 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.

IV. 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.

V. 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.

18. **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.

19. **Errors and Rectification:**

I. 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.

II. 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.

III. 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.

20. **Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with (*tender for whitewashing / painting of Chancery premises and auditorium renovation work at Chancery premises of Consulate General of India, Dubai*) for Consulate General of India, Dubai which shall have following three sealed envelopes inside:

**Envelope A:** This envelope should contain EMD and to be super-scribed as "**Earnest Money Deposit**"

**Envelope B:** Should super-scribed as "**Technical Bid**" and should contain 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. This should also contain terms & conditions as well as scope of work

**Envelope C:** Should be super-scribed as "**Financial Bid**" and contain the schedule of quantity and the Form of bid.

21. **Conditional Acceptance of the Tender** - The acceptance of the Tender shall be conditional and not finally binding upon the CGI, Dubai. CGI, Dubai 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.

22. **Amendments to Tender Document** - At any time prior to the date of opening of the tender, CGI, Dubai 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 CGI, Dubai.

23. **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 CGI, Dubai.

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.

24. **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.

25. **Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. 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 CGI, Dubai.

26. **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.

27. **Payments:**

I. All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by CGI, Dubai.

II. The detailed work schedule and the payment schedule would be furnished by the Contractor to CGI, Dubai who will approve it before it forms part of the agreement.

III. However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to CGI, Dubai, the progress payment shall be made by the CGI, Dubai on the basis of evaluation of work done.

IV. All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

28. CGI, Dubai's right to waive – This Post reserves the right to waive any deficiency in any tender where such waiver is in the interest of CGI, Dubai except that no proposal will be accepted if the Earnest Money Deposit (EMD) or Bid Securing Declaration in lieu of EMD or/any of the preceding statutory documents was not submitted with the tender.

29. **Terms and Conditions of Contract :**

I. Quoted price is final fixed lump-sum price inclusive of all taxes except VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

II. Quoted price shall be exclusive of VAT. The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.

III. Period of completion for the work : **60 days**

IV. Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on per week basis.

V. Defects liability period shall be as per Warranty Period of the equipment and twelve months for the civil work executed from date of practical completion of work. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost.

VI. The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.

VII. Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

VIII. Payment:- Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:

- a) Advance of 10% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Consulate General of India, Dubai;
- b) 35% outside white washing/painting and renovation work in auditorium;
- c) 40% after completion of inside white washing of office rooms and painting of doors;
- d) 10% of accepted tender cost after completion of work in all respects and handing over and subject to satisfaction of the CGI, Dubai about the work;
- e) 5% to be paid after 3 months of completion of work. Contractor will rectify any defects/seeepage or any other complaints recorded during the period.

IX. No escalation on rates due to delay in works shall be admissible.

X. Each RA bill payment shall be made for at least 4% of physical progress.

XI. Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

XII. Defects Liability Period will be 12 (Twelve) months from completion of work. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, This Post 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 this Post.

XIII. On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

(Consulate General of India)  
(Dubai)

**TENDER FOR SELECTING CONTRACTOR  
FOR whitewashing / painting of Chancery premises and auditorium renovation work at Chancery  
premises of Consulate General of India, Dubai.**

**Schedule of Quantity**

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

**Note:**

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.

(Consulate General of India)  
(Dubai)

**TENDER FOR SELECTING CONTRACTOR FOR whitewashing / painting of Chancery premises and auditorium renovation work at Chancery premises of Consulate General of India, Dubai.**

**Form of Tender**

(To be submitted by the bidder)

TO:

(Consulate General of India, Dubai)

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works 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: **(Amount to be indicated by the bidder in Number and words and also the currency)** exclusive 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:



(Consulate General of India)  
(Dubai)

**TENDER FOR SELECTING CONTRACTOR FOR whitewashing / painting of Chancery premises and auditorium renovation work at Chancery premises of Consulate General of India, Dubai.**

**Bank Guarantee Proforma for Earnest Money Deposit**

Bank Guarantee No.....

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

Name and Address of Beneficiary: (Consulate General of India, Dubai)

Date:

Whereas M/s **(Name of Contractor with address)** have submitted their tender for **whitewashing / painting of Chancery premises and auditorium renovation work at Chancery premises of Consulate General of India, Dubai** at Dubai for **Consulate General of India, Dubai**, and one of the tender conditions is for the M/s **(Name of Contractor with address)** to submit a Bank Guarantee for Earnest Money Deposit amounting to **AED 6400/-**. 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 **AED 6400/-**.

2. This guarantee is valid for a period of 45 days beyond bid validity date 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 **AED 6400/-**.

4. **Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from 30.11.2020 for a period of 45 days beyond bid validity and claims under this guarantee should be submitted not later than 180 days after opening of the bids.**

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

Date:

Name:

Place:

Signature: