

No. Duba/Prop/862/03/2021
Consulate General of India
Dubai

NOTICE INVITING TENDER

Subject: Invitation for competitive tender for replacement of Lift in chancery building of Consulate General of India, Dubai.

The President of India acting through the Consulate General of India in Dubai requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for Replacement of Lift in Chancery Building, Consulate General of India, Dubai. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Head of Chancery, CGI, Dubai, UAE Telephone No.: +9714 3971222 / +9714 3971333; email- hoc.dubai@mea.gov.in on or before 1700 hrs on **November 22, 2021**. 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, Dubai at <https://www.cgidubai.gov.in/tenders/>

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Consulate General of India for replacement of Lift in the Chancery Building.

3. Location and description of Property:

Consulate General of India
Al Hamriya, Diplomatic Enclave
P.O. Box 737, Dubai
United Arab Emirates

4. Scope of Work: Attached at Section IV

5. Period of Completion: 90 days

6. **Site visit:** 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. Interested firms can visit the site after prior appointment with Vice Consul (Property), Consulate General of India, Dubai, Al Hamriya Diplomatic Enclave, Telephone No.: +9714 3971222 / +9714 3971333; email- prop.dubai@mea.gov.in

7. **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 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 **November 22, 2021** in the office of Head of Chancery, CGI, Dubai, UAE Telephone No.: +9714 3971222 / +9714 3971333; email- hoc.dubai@mea.gov.in. Technical bids will be opened on 1000 hrs on **November 23, 2021** in the Consulate General of India, Dubai. All pages of the submission document must be signed by authorised signatory. Schedule of the bid submission would be as follows:

Bid submission(start date)	01/11/2021 (1000 h)
Pre bid meeting date	08/11/2021 (1000 h)
Bid submission (end date)	22/11/2021 (1700 h)
Bid opening date (Technical)	23/11/2021 (1000 h)
Bid opening date (Financial)	23/11/2021 (1200 h)

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Tender Documents

Tender Contents

A. 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)

B. 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 Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII)**/ Bid Securing Declaration (BSD) (Section-VIII)**

* 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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**Subject: Invitation for competitive tender for replacement of Lift in chancery building of
Consulate General of India, Dubai.**

Invitation to Tender

1. The President of India acting through the Consulate General of India, Dubai, invites Lump-sum Fixed Price Tender for Replacement of Lift in Chancery Building, Consulate General of India, Dubai. 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.

2. The last date of submission of sealed bids is 1700 hrs on November 22, 2021 in the office of Head of Chancery, CGI, Dubai, UAE Telephone No.: +9714 3971222 / +9714 3971333; email- hoc.dubai@mea.gov.in. Technical bids will be opened on 1000 hrs on November 23, 2021 in the Consulate General of India, Dubai. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on 1000 hrs on November 23, 2021 in the Consulate General of India, Dubai. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Consulate General of India, Dubai.

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 and expertise for carrying out such renovation work in the Diplomatic property of the Consulate General of India.

5.2 Similar work: The Tenderer must have satisfactorily completed (i) one similar work of value of AED 208,000 or (ii) two similar works of value of AED 130,000 or (iii) three similar works of value of AED 104,000. Similar works means value of installation of lift.

5.3 Bank Solvency: Certificate of Solvency for AED 104,000 certified by bank. The certificate should not be older than six months.

5.4 Annual Turnover: The annual turnover of the tenderer should be equal to AED 78,000 during the immediate last three consecutive financial years.

5.5 Profit-Loss: The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.

6. Defects Liability Period: Defects Liability period will be twelve months from date of completion of project.

7. Performance Security: 3% 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. Bank Guarantee shall be deposited within 15 days of issue of Letter of Intent. Letter of award of work shall be issued on receipt of performance guarantee. (Format of Performance Security is attached).

8. 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.

9. 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.

10. Completion: The Period of Completion for the whole of the works 90 days calculated from the date of commencement of works.

11. Mobilisation Advance: i) Maximum 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.

12. Retention Money: 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money shall be released on record of practical completion and remaining 50% released at the end of Defect Liability period.

13. Arbitration:

13.1 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, shall be referred to arbitration.

13.2 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.

13.3 The Arbitration will have its sittings in Consulate General of India, Dubai.

14. 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.

15. Sub-contractors: The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. Consulate General of India, 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.

16. 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.

[Siddhartha Kumar Baraily]

Head of Chancery

Address: Consulate General of India,
Al Hamriya Diplomatic Enclave,
P. O. Box 737, DUBAI, UAE

Email : hoc.dubai@mea.gov.in

NOTICE INVITING TENDER

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Section-I

1. INSTRUCTION TO BIDDERS

1.1 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

1.2 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.

1.3 Cost of Tendering – 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 submittal of his Tender/bid.

1.4 Bid Securing Declaration–

1.4.1 The bidder shall submit Section – VII for the above purpose. If the bidder withdraw or modify the 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.

1.5 Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

1.5.1 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.

1.5.2 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.

1.5.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

1.5.4 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 AED only.

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

1.6 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.

1.7 Tender and Schedule of Quantities

1.7.1 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.

1.7.2 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.

1.7.3 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.

1.7.4 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.

1.7.5 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.

1.8 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.

1.9 Errors and Rectification:

1.9.1 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.

1.9.2 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.

1.9.3 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.

1.10 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with ‘**Replacement of Lift in the Chancery Building, Consulate General of India, Dubai**’ which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII. This envelope is to be super-scribed as “***BSD***”.

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

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

1.10.1 The last date of submission of sealed bids is 1700 hrs on November 22, 2021 in the office of Head of Chancery, Consulate General of India, Dubai, Telephone No.: +9714 3971222 / +9714 3971333; email- hoc.dubai@mea.gov.in

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

1.10.3 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.

1.11 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the Consulate General of India, Dubai. The Consulate General of India, 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.

1.12 Amendments to Tender Document - At any time prior to the date of opening of the tender, the Consulate General of India, 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 the Consulate General of India, Dubai

1.13 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Vice Consul(Property), Consulate General of India, Dubai, UAE Telephone No.: +9714 3971222 / +9714 3971333; email- prop.dubai@mea.gov.in

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

1.15 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, Dubai as to the meaning of anything connected with the Tender Document.

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

1.16.1 If tenderer sets forth any conditions which are unacceptable to the Consulate General of India, Dubai

1.16.2 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.

1.16.3 If there is evidence of collusion between Bidders.

1.16.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.16.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.17 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.

1.18 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 the Consulate General of India, Dubai

1.19 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.

1.20 Payments:

1.20.1 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Consulate General of India, Dubai

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

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

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

1.21 Consulate General of India, Dubai right to waive - The Consulate General of India, Dubai reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Consulate General of India, 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.

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Section-II

2. 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

3. Terms and Conditions of Contract

3.1 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.

3.2 **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.

3.3 Period of completion for the work is 90 Days.

3.4 **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.

3.5 **Defects liability period** shall be as per Warranty Period of the equipment and 365 days from the completion of the project. 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. 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, the Consulate General of India, Dubai 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 Consulate General of India, Dubai.

3.6 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.

3.7 **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.

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

3.8.1 Mobilization Advance of maximum 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.

3.8.2 Running Account (RA) Bills for 4% of accepted tender cost in stages as per payment schedule;

3.8.3 10% of accepted tender cost after completion of work in all respects;

3.8.4 5% of accepted tender cost after handing over to the Consulate General of India for beneficial use to be released after 12 months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to Consulate General of India, Dubai who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.

- 3.9** No escalation on rates due to delay in works shall be admissible.
- 3.10** Each RA bill payment shall be made for at least 4% of physical progress.
- 3.11** **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.
- 3.12** **Non-completion of work:** In case of non-completion of work within stipulated time or within approved extended time, the Consulate General of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.
- 3.13** **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.
- 3.14** Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.
- 3.15** 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.
- 3.16** **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, to not be later than for a period of 1 (one) year.
- 3.17** **Additional Work:** Consulate General of India, Dubai shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Consulate General of India, Dubai in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work authorized by Consulate General of India, Dubai shall be compensated at a rate mutually agreed to by the parties.
- 3.18** **Termination of Contract:** Consulate may terminate the contract, giving a written notice of minimum 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

4. Scope of Work

The bidder is advised to inspect the site and understand the full scope of work including all the technical specifications and civil work requirements related to the replacement and installation of a new lift. The work may involve:

- I. Complete dismantling and removal of the existing hydraulic lift from the shaft and all related paraphernalia installed in the control room like cylinders, pistons, oil tank, pump motors, valves, pulley, counter-weights, cables, controller etc;**
- II. All civil work at the shaft after removal of the existing lift;**
- III. installation of brand new lift alongwith all related parts necessary for its operation;**
- IV. All civil work including Facia in the shaft after installation of lift;**
- V. Configuration & commissioning of the lift.**

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Section-V

5. Schedule of Quantity

(To be submitted by the bidder)

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

Note: Please refer to Section-I of the document

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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

6. Form of Tender

(To be submitted by the bidder)

TO: Head of Chancery,
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: AED _____ 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:

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Section-VII

7. 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:

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Consulate General of India
Dubai

Bank Guarantee Proforma for Performance security

Bank Guarantee No.....

Brief description of contract: ***Replacement of Lift in Chancery, Consulate General of India, Dubai***

Name and Address of Beneficiary: Consulate General of India, Dubai, Al Hamriya Diplomatic Enclave, P.O. Box 737, United Arab Emirates.

Date:

Whereas M/s (**Name of Contractor with address**)_____ have submitted their tender for ***Replacement of Lift in the Chancery Bldg at 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 Performance Security (3% of the contract value) amounting to **AED** . 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** _____.

2. This guarantee is valid for a period of 90 (Ninety) 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 here in above, the maximum liability under this guarantee is restricted to **AED** _____ (**3% of the contract value**)

4. Notwithstanding anything to the contrary contained here in above, 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 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: