

भारतीय दूतावास / Embassy of India  
कुवैत / Kuwait  
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Tender No. - KUW/Admn/551/02/2020

Dated. 15.05.2023

**Subject: NOTICE INVITING TENDER/REQUEST FOR PROPOSAL**

No.	Description	Details
1.	Reference Number	KUW/Admn/551/02/2020
2.	Issuing Authority	Embassy of India, Kuwait
3.	Site Address	Embassy Residence, Embassy of India, Diplomatic Enclave, Arabian Gulf Street, Safat 13015, Kuwait
4.	Scope of Work	Repair/Renovation of 3 wooden pergola structures at the Embassy Residence
5.	Specification of work	<b>Please see Annexure 'A' of Tender Document</b>
6.	Visit to the site	Interested firms can visit the site between 1000 hrs and 1500 hrs on working days after seeking prior appointment with Mr. James Jacob, Attache (Administration), Embassy of India, Kuwait, Telephone No.: +965-22513498; email- <a href="mailto:adminkuwait@mea.gov.in">adminkuwait@mea.gov.in</a> .
7.	Submission of Bids	Bidders shall submit their bid in a large sealed envelope super-scribed with ' <b>Tender for selecting contractor for Renovation of 3 Wooden Pergola Structure, Embassy of India, Kuwait</b> ', which shall have following two sealed envelopes inside:  <b>Envelope A:</b> Should contain <b>Earnest Money Deposit</b> , super scribed as " <b>EMD</b> ".  <b>Envelope B:</b> Should contain the documents appended below. This envelope should be super-scribed as " <b>Bid Offer</b> ".  <i>Please see Annexure-B of Tender Document</i>

8.	EMD (Earnest Money Deposit)	<b>KWD 50/- (Kuwaiti Dinar Fifty Only)</b>
9.	Performance Guarantee	<b>5% of the Tender Value</b> Performance Guarantee 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. <b><i>Proforma at Annexure 'C' of Tender Document</i></b>
10.	Defect Liability Period/Warranty Period	12 Months from the date of completion of work
11.	Retention Money	5% of the Running bills will be retained during the <b>Defect Liability Period</b> and will be paid after successfully completion of Defect Liability period of one year.
12.	Eligibility Criteria	<b>Please read tender document</b>
13.	Commencement of the Services	Within <b>15 working days</b> from the award of contract
14.	Completion of work	Within <b>30 Days</b> from the Award of contract
15.	Important Dates	Bid Submission Start: 15.05.2023 Bid Submission End: 04.06.2023 Opening of Bids: 06.06.2023

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Embassy of India  
Kuwait  
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**NOTICE INVITING TENDER  
FOR SELECTING CONTRACTOR FOR WOODEN PERGOLA REPAIR /  
RENOVATION WORKS AT THE EMBASSY RESIDENCE**

**TENDER NO. - Kuw/Admn/551/02/2020**

**DATED - 15th MAY 2023**

**LAST DATE SUBMISSION OF BID- 4th JUNE 2023**

# **TENDER DOCUMENT**

**No. Kuw/Admn/551/02/2020**

**Embassy of India**

**Kuwait**

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**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR WOODEN  
PERGOLA REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE**

**Tender Contents**

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)

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 - Bid letter (Section-VI)

*(Lump sum fixed price to be quoted on this form by Bidder)*

\* Section-II - Documents about the credential of the bidder, resources, company brochures,  
construction methodology, experience, management techniques, and any other information  
about bidder – These documents are to be supplied and attached by the bidder.

No. Kuw/Admn/551/02/2020

Embassy of India

Kuwait

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**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR WOODEN PERGOLA REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE**

**Document I : Invitation to Tender**

1. The President of India acting through the Embassy of India in Kuwait invites Lump-sum Fixed Price Tender for selecting a contractor for renovation of 3 Wooden Pergola Structures at the Embassy Residence. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

Document – I Invitation to Tender, Instructions to Bidders, Terms & Conditions of Contract, Scope of Work & Eligibility Criteria

Document- II Schedule of Items/BOQ

Document- III Form of Tender

*(Lump sum price to be quoted on this form by Bidder)*

2. The last date of submission of sealed bids is **before 1600 hrs on 4th June 2023** in the office of Dr. Vinod Gaikwad, Head of Chancery, Embassy of India, Diplomatic Enclave, Arabian Gulf Street, Safat 13015, Kuwait. Any Tender received after this date and time will not be considered.

3. Bids will be opened at **1400 hrs on 6th June 2023** in the Embassy of India, Kuwait. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Kuwait.

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 work in the Diplomatic property of the Embassy of India, Kuwait.

**5.2 Similar work:** The tenderer should have satisfactorily completed similar *(means installation of electronic system to regulate the parking)* during the last 7 years for at least (i) One similar work of cost equivalent to **KD 1280/-** or (ii) Two similar works each of cost equivalent to **KD 800/-** or (iii) Three similar works each of cost equivalent to **KD 640/-**.

**5.3 Bank Solvency:** Certificate of Solvency certified by bank for **KD 640/-**. The certificate should not be older than six months.

**5.4 Annual Turnover:** The annual turnover of the tenderer should not be less than **KD 800/-** during the immediate last three consecutive financial years. Year in which no turnover is shown would also be considered for working out the average. Audited financial statements for the said period will be submitted by the bidder.

**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. Audited financial statements for the said period will be submitted by the bidder.

**6. Defects Liability Period:** Defects Liability period will be **twelve months (365 Days)** from date of completion of work.

**7. Performance Guarantee:** **5% of the Tender amount** 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. The agreement with the L-1 bidder will be signed on receipt of Performance Guarantee. (Format of Performance Guarantee 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 a 15 days' period being defined as the mobilization period.

**10. Completion:** The Period of Completion for the whole of the work is **30 days** calculated from the date of commencement of work.

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

No.	Work Progress	Percentage of Amount will be paid/ Running bills
1	25% completion of work	25%
2	50% completion of work	25%
3	75% completion of work	25%
4	100% completion of work	25%

**12. Retention Money:** 5% of the running bill for payment shall be deducted as Retention money and it will be released after completion of Defect Liability Period of one year.

**13. Conflict of Interest:** In case of a dispute arising due to technical, administrative matters, interpretation of contract, lack of funds, delayed payments, change of key experts from either side, delay in key approvals, deviation from scope of work etc., should be notified by one party to the other party, with recommendations for mutual resolution of dispute at higher level from both sides, if necessary. In case the dispute cannot be mutually resolved amicably, resolution under Arbitration Clause should be provided for with the award of the Arbitration Tribunal being binding on both parties. To avoid Conflict of interest, the terms of the contract should be subject to Code of integrity specified in Rule 175 of GFRs.

**14. Arbitration:**

**14.1** 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.

**14.2** The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any other law that takes place in this regard. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

**14.3** The Arbitration will have its sittings in the Embassy of India, Kuwait

**15. Rejection:** Embassy of India, Kuwait 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.

**16. Sub-contractors:** The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the renovation work. Embassy of India, Kuwait 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.

**17.** The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the renovation work coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his work; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

**(Dr. Vinod Gaikwad)**  
**Head of Chancery**  
**Embassy of India, Kuwait**

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR WOODEN  
PERGOLA REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE**

**Document I –Section-I**

**1. INSTRUCTION TO BIDDERS**

**1.1** The Bidding Documents comprise of:

Section-I	: Instruction to bidders
Section -II	: Terms and conditions of Contract
Section- III	: Scope of work
Section- IV	: Schedule of Quantity
Section - V	: Form of Bid

**1.2 Site visit:** Physical visit to the site is advisable to acquaint himself with the site of the Works and satisfy himself with the quantum, scope and quantity of work. 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** – The Embassy of India, Kuwait 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.

**1.4 Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of work as indicated in scope of work.

**1.4.1** 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 work.

**1.4.2** Bidders are required to quote Lump-sum fixed prices on “**Form of Tender**”. Bidders may prepare a schedule as per scope of work identifying work areas.

**1.4.3** 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 KWD (Kuwaiti Dinar) only.

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

**1.5 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.



## **1.6 Tender and Schedule of Quantities**

**1.6.1** 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.

**1.6.2** 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.

**1.6.3** 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.

**1.6.4** 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 the tender document.

**1.6.5** The company makes the necessary calculations regarding the adequacy of the items to be used.

**1.6.6** 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.

**1.7. 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 (Lowest) bidder.

### **1.8 Errors and Rectification:**

**1.8.1** In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

**1.8.2** If the amount quoted on the Form of Tender is more than the amount worked out on the Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

**1.8.3** If the amount quoted on Form 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 the quoted final price on the Form of Tender.

**1.9. Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with ‘**Offer for Renovation of Wooden Pergola Structure at Embassy Residence, Embassy of India, Kuwait- to be opened by addressee only**’, which shall have following three sealed envelopes inside:

**Envelope A:** Should contain Earnest Money Deposit, super scribed as “**EMD**”.

**Envelope B:** Should contain the documents mentioned in Section-II, Document II, Document III and other required documents as mentioned in the Tender. This envelope should be super-scribed as “*Bid Offer*”.

**Any bid which would not contain EMD will be rejected.**

**1.9.1 The last date of submission of sealed bids is before 1600 hrs on 4th June 2023** in the office of Dr. Vinod Gaikwad, Head of Chancery, Embassy of India, Kuwait.

**1.9.2** The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India, Kuwait to all Bidders. Tenders received after this date will not be considered.

**1.9.3** Any Bid received after the date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to the respective bidder.

**1.10 Conditional Acceptance of the Tender** - The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Kuwait. The Embassy of India, Kuwait 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 Work or any part of it.

**1.11 Amendments to Tender Document** - At any time prior to the date of opening of the tender, the Embassy of India, Kuwait 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 Embassy of India, Kuwait.

**1.12 Clarification:** Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Mr. James Jacob, Attache (Administration), Embassy of India Kuwait, Telephone No.: +965 22513498; email- [admnuwait@mea.gov.in](mailto:admnuwait@mea.gov.in) on working days between 0800 hrs and 1630 hrs.

**1.13** All information requested by and supplied to one bidder can be supplied to all bidders.

**1.14** Unless it is in the formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy of India, Kuwait as to the meaning of anything connected with the Tender Document.

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

**1.15.1** If the tenderer sets forth any conditions which are unacceptable to the Embassy of India, Kuwait.

**1.15.2** 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.

**1.15.3** If there is evidence of collusion between Bidders.

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

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

**1.16 Compliance with Laws and Regulations and Pricing of work** -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, taxes (VAT) etc. **All rates and sums inserted against items of works and in the form of Tender shall be inclusive of all types of taxes or any other charges.**

**1.17 Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications etc. and visited the site. The quoted Lump-sum Fixed price are inclusive of all costs and charges and complete in all respects to make renovation work as per the standard and to the entire satisfaction of the Embassy of India, Kuwait.

**1.18 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.

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

No.	Work Progress	Percentage of Amount will be paid
1	25% completion of work	25%
2	50% completion of work	25%
3	75% completion of work	25%
4	100% completion of work	25%

**Retention money equivalent to 5% of the amount of each invoice shall be deducted. Retention money shall be released after completion of Defects Liability Period of one year.**

1.19.1 All payments shall be released as progress payments on the basis of a certificate submitted by the Contractor and satisfied by the Embassy of India, Kuwait.

1.19.2 The detailed work schedule and the payment schedule would be furnished by the Contractor to the Embassy of India, Kuwait who will approve it before it forms part of the agreement.

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

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

**1.20 Earnest Money Deposit (EMD) - KWD 50/-** by way of Banker's cheque/Demand Draft in favour of Embassy of India, Kuwait. Any bid not accompanying with Earnest Money Deposit/Tender Security Amount shall be rejected. The EMD of unsuccessful bidder will be returned within 30 days after the award of the contract. The EMD may be forfeited in case the bidder withdraws his bid during the period of bid validity or in case of a successful bidder, the selected bidder fails to sign the agreement in time or furnish performance guarantee or furnishing of any wrong information.

**1.20 Embassy of India, Kuwait's right to waive** - The Embassy of India, Kuwait reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Kuwait.

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**No. Kuw/Admn/551/02/2020**

**Embassy of India**

**Kuwait**

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**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR WOODEN  
PERGOLA REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE**

**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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**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR WOODEN PERGOLA REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE**

**Document I – Section III**

**3. Terms and Conditions of Contract**

**3.1** Quoted price is the final fixed lump-sum price inclusive of all types of charges. Scope of work is tentative and some variation during execution may take place. Nothing extra is payable for such variation.

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

**3.3** Period of completion for the work is **30 Days** after award of contract.

**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 a per week basis.**

**3.5** Defects liability period shall be as per Warranty Period of the Structure and equipments and 365 days from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work 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 Embassy of India, Kuwait 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 Embassy of India, Kuwait.

**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 or 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:

No.	Work Progress	Percentage of Amount will be paid
1	25% completion of work	25%

2	50% completion of work	25%
3	75% completion of work	25%
4	100% completion of work	25%

**Retention money equivalent to 5% of the amount of each invoice shall be deducted. Retention money shall be released after completion of Defects Liability Period of one year.**

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

**3.10 Specification:** 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.

**3.11. Non-completion of work:** In case of non-completion of work within stipulated time or within approved extended time, **the Embassy of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.**

**3.12 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 hereunder. 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.

**3.13** Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

**3.14.** On completion of work, the 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.

**3.15. 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 for a period of 180 Days.

**3.16 Additional Work:** Embassy of India, Kuwait, shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Kuwait in writing prior to the performance of the additional work or the incurrance of additional expenses. Any additional work authorized by the Embassy of India, Kuwait shall be compensated at a rate mutually agreed to by the parties.

**3.17 Termination of Contract:** The contract is automatically terminated in the following cases:

**3.17.1** If it appears that the contractor itself or through someone else used fraud or manipulation in its dealings with the contracting authority or in obtaining the contract.

**3.17.2** If collusion, fraud, corruption or monopoly practices are found.

**3.17.3** If the Tenderer becomes bankrupt or insolvent.

**3.17.4** If the Contractor is not able to satisfactorily perform the whole or part of the Contract as per contractual obligations.

**3.18 Settlement of Disputes and Arbitration-** All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Embassy of India, Kuwait or any person nominated by him/her. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any other law that takes place in this regard. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

**3.19 This Tender document is not an agreement and is neither an offer nor invitation by the Embassy to the prospective Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP/NIT (the "Bid"). This Tender document includes statements, which reflect various assumptions and assessments arrived at by the Embassy in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Embassy and its employees to take into consideration the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.**

**3.20** The Embassy may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document.

**3.21** The issue of this tender document does not imply that the Embassy is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Embassy reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.



**3.22** Further, all information/data/reports/pitches/data or other material submitted to the Embassy under this Tender document by the Applicant shall become the property of the Embassy. The Applicant hereby agrees that they shall not have any right claim, authority whatsoever over the submitted information/reports/pitches/data or other material to the Embassy. The Applicant further agrees and undertakes that the Embassy may use the aforesaid information/data/reports/pitches/data or other material at its sole discretion and the Applicant shall not have any objection whatsoever in the Embassy using the same.

**3.23** The firm shall be a legal entity as per the Government rules/regulations and laws of the land.

**3.24** The firm should not have been blacklisted by any Government organization.

**3.25** Embassy of India, Kuwait shall not be liable for any cost incurred by the respondents in preparing responses to this tender or negotiations associated with award of a contract.

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**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR WOODEN PERGOLA REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE**

**Document I – Section IV**

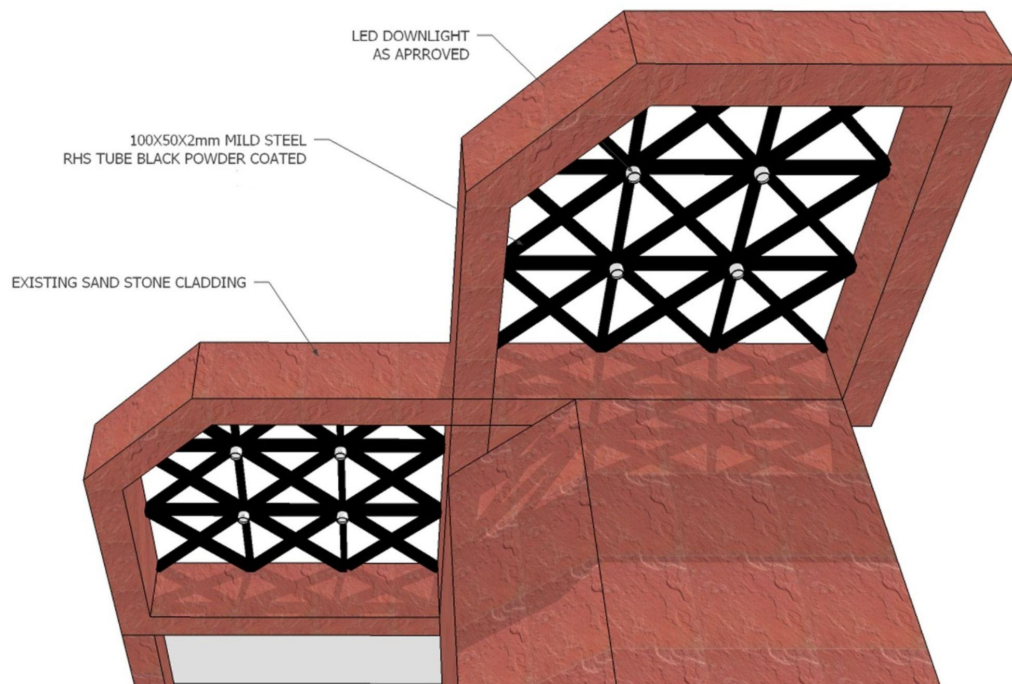
**4. Scope of Work**

*Scope of work appended is tentative. The bidder is advised to inspect the site and understand the full scope of work.*

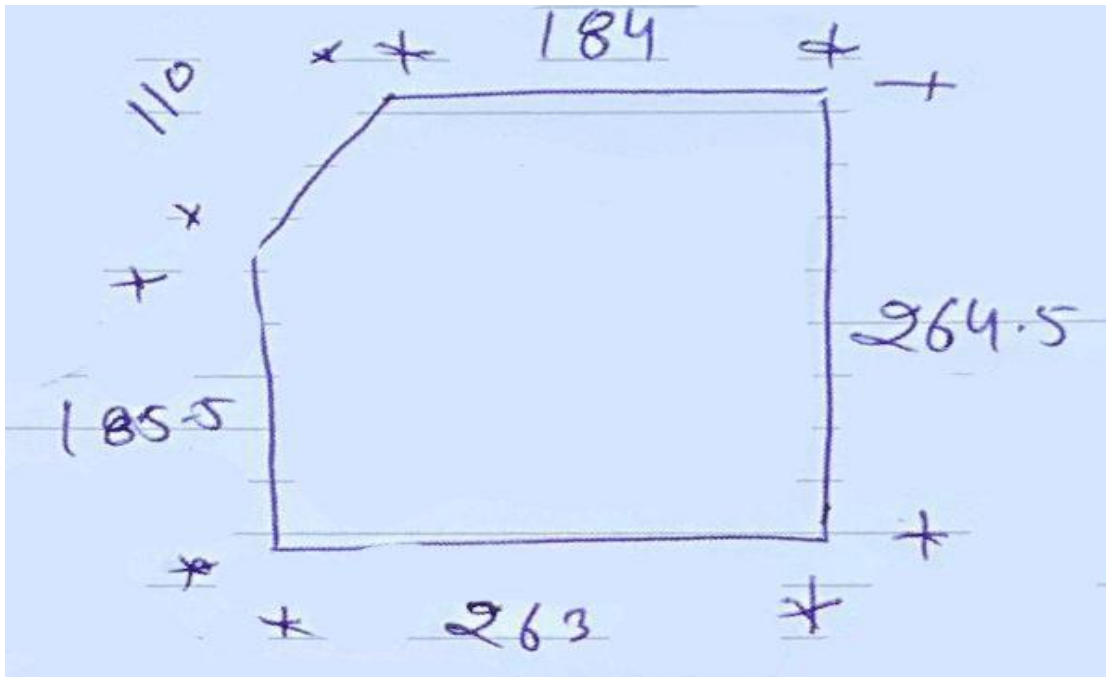
**Annexure ‘A’**

**Scope of Work**

- a. Remove the all 3 damaged wooden structure from the roof
- b. Supply 3 **UV-cured Black Powder Coated** metallic Structure as per the design mentioned at the next page. The metallic structure should be made up of steel hollow rectangle shaped pipe with a dimension of 100X50X 2 mm.
- c. Fix all the 3 structures on the roof properly in the existing pentagonal shape marble cladding frames.
- d. Fix the power connections and the required 12 LED lights. LED lights should be waterproof, cool white, and have a warranty of at least 3 years. All electrical connections shall be made in such a way that the wire can be drawn inside the frame and the wire should not be visible outside the frame.



*Dimensions are in centimeter*



**Additional Note:**

1. Construction staff/personnel should be preferably Indian nationals. Embassy of India reserves the right to accept/reject any Staff deployed by the selected bidder.

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**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR WOODEN PERGOLA REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE**

**Document II - Section V**

**5. Schedule of Quantity/BOQ**

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

*BOQ appended is tentative. The bidder is advised to inspect the site and understand and mentioned the required quantity*

Sl. No.	Name of the Area	Number	Cost
1.	Wooden Metallic Structure (As per the design and size) Steel 100 X 52 X 2 mm Tube <b>UV-cured Black Powder Coated</b>	3 Nos.	
2.	Logistics for Electric connection	As per the requirement	
3.	Waterproof Lights (LED Downlight)	12 Nos.	
4.	Other Charges	If required	

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 the 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.

5.6 Removed and dismantled iron materials value will be deducted from the total cost of productions of aforementioned works.

5.7 While bidding for the buyback items, it may be noted that the price quoted by the contractor shall always be considered as credit (-ve) and the same shall be adjusted in the payment due for Renovation of Wooden Pergola Structures , Embassy of India, Kuwait. Even if the bidder inadvertently adds the quote against buy back items, while working out the total amount the same shall be deducted and accordingly the final quoted total amount is arrived after correction.

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No. Kuw/Admn/551/02/2020

Embassy of India

Kuwait

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**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR WOODEN  
PERGOLA REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE**

**Document III - Section VI**

**6. Form of Tender**

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

To: Ambassador of India,

Embassy of India, Kuwait.

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the **renovation/repair work of 3 Wooden Pergola Structures** is to be carried out. We offer to execute and complete the renovation work, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of: KWD \_\_\_\_\_ inclusive of all types of charges.

If this offer is accepted, we will commence the work as soon as is practicable and complete the work 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

**GENERAL INFORMATION AND EMD DETAILS**

1	EMD Details DD No and date: Amount in DHS. Name of the Bank:	
2	Name and Address of the Bidder:	
3	Contacts:	
4	Telephones:	
5	Fax:	
6	E-mail:	
7	Mobile No:	
8	Category of the Bidder (Whether company, partnership firm or Proprietary concern)	
9	Details of Owners/Partners (Please attach passport copies)	
10	Name of Chief Executive Officer and Telephone No.	
11	Year of Establishment	
12	Trade License Number (please provide copy)	
13	Yearly turnover of the last 2 years.	
14	Name and Address of the Banker	
15	List of major Clients and the size of orders executed	

Note: Separate sheets may be attached wherever necessary.

**Signature of the Tenderer  
With stamp and date**

**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: .....**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 (**5% of contract value**) amounting to (**To be indicated in KWD by the Mission/Post calculated as (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 of (**To be indicated in KWD by the Mission/Post calculated as 5% of the tendered cost**).

2. This guarantee is valid for a period of **180 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 (**To be indicated in KWD by the Mission/Post calculated as 5% of the tendered cost**)

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:**