



High Commission of India,
Kuala Lumpur

Tender for exterior painting of India House

Tender No.: Kua/P/881/2/2019 dated April 24, 2019

Last date for submission of bids: Thursday, May 13, 2019

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No. Kua/P/815/1/2018
High Commission of India
Kuala Lumpur

TENDER NOTICE

The High Commission of India, Kuala Lumpur invites sealed quotations from eligible firms for execution of exterior painting works for the premises located at No. 1, Lorong Duta 2, 50480 Kuala Lumpur (hereinafter referred to as "India House").

2. Tender document can be obtained from the Administration Wing of the High Commission between 9.00 a.m. and 5.00 p.m. on all working days w. e. f. April 23 – May 13, 2019. The Tender Document will also be available for download on the High Commission's website.

3. The sealed quotations would be accepted till 12:00 p.m. on May 13, 2019. The quotations should be submitted in sealed envelopes, clearly superscribed as "Tender for execution of exterior painting works for India House" in the tender box kept at the Reception of the Chancery. The sealed quotations would be opened on Thursday, May 13, 2019 at 3.00 p.m. in the Chancery in presence of the bidders or their authorized representatives. The High Commission of India, Kuala Lumpur reserves the right to reject one or all of the bids without assigning any reasons.

4. For any queries/clarifications, please contact us at: +60361431192 or send e-mail to: hoc.kl@mea.gov.in

Sd/-
(Lakshmikant Kumbhar)
Head of Chancery
April 24, 2019

Section I: Invitation For Bids (IFB)

1. The High Commission of India, Kuala Lumpur invites sealed bids from eligible bidders for Hiring of security guards for India House premises as per Schedule of Requirements.

2. Contact information:

Mr. Lakshmikant Kumbhar,
First Secretary (Head of Chancery),
High Commission of India, Kuala Lumpur
Tel: +60361431192

3. Submission and opening of bids:

- a. Last date for submission of bids: May 13, 2019 upto 1200 hrs
- b. Date of opening of bids: May 13, 2019 at 1500 hrs at High Commission of India, Kuala Lumpur.
- c. The representatives of bidders may choose to attend the opening of the bids.
- d. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the bid opening.
- e. The bidder's name, bid prices, discounts and such other details considered as appropriate by Embassy will be announced at the time of the opening of the bids.

4. SUBMISSION OF BIDS

- a. The Bidding firms have to submit the tender in two bid system i.e (i) Technical Bid and (ii) Financial Bid in the prescribed proforma.
- b. The tender shall be submitted in sealed envelopes as described below:
ENVELOPE 'A' Tender Documents (Technical bid)
ENVELOPE 'B' Financial Bid (only Section-VI)
- c. Other enclosures as required in this tender.
The envelopes containing "A" & "B" shall be duly superscribed with Name of Work above. Envelopes "A" & "B" to be put in another sealed envelope with the name of the work written on top.
- d. No Bid shall be accepted after the specified date and time. However the Competent Authority in the Embassy, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.

5. BID OPENING PROCEDURE

- a. The envelope "A" containing technical bid shall be opened first. Technical bid (Envelope A) shall be opened in presence of bidders or their authorized representatives. After evaluation of Technical Bids on site, a list of qualified bidders will be prepared by the Client. Opening of financial bid (Envelope 'B') will be undertaken thereafter.
- b. The Bids shall be opened in the office of Head of Chancery, High Commission of India, Level 28, Menara 1 Mon't Kiara, Jalan Kiara, 50480 Kuala Lumpur on May 13, 2019 at 1500 hrs in front of the Committee constituted by the Competent Authority of the Embassy of India in the presence of bidders or their representatives.
- c. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- d. A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- e. Absence of bidder or their representative shall not impair the legality of the opening procedures.
- f. The technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.
- g. Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Opening Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.
- h. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining

Section II: Instructions to Bidders (ITB)

1. Timeline for services to be provided:

Upon award of the tender, the firm will have to provide security from the date intimated by the Embassy.

2. Locations of Services

1. India House: 1, Lorong Dua Dua (Off Persiaran Tuanku Syed Sirajuddin), Kuala Lumpur

3. Work order and Release of Payment

The Work order and payment thereof shall be processed by:

Head of Chancery,
High Commission of India, Kuala Lumpur.

4. Amendment of Bidding Documents

At any time, prior to the deadline for submission of bids, High Commission of India, Kuala Lumpur may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

5. The successful bidder, on award of contract / order, must send the contract/order acceptance in writing, within 7 days of award of contract/ order, failing which the order will be placed to the next successful bidder and no correspondence will be entertained in this regard.

6. Period of validity of bids

- a. Bids shall be valid for a minimum **180 days** from the date of submission. A bid valid for a shorter period shall stand rejected.
- b. High Commission of India, Kuala Lumpur may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request. A bidder agreeing to the request for extension will not be permitted to modify his bid.

7. Submission of bids

The Bid shall be neatly arranged, plain and intelligible. Each page of the bid should be signed. They should not contain any terms and conditions, printed or

otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

8. Late Bids

Any bid inadvertently received by High Commission of India, Kuala Lumpur after the deadline prescribed for submission of bids, will not be accepted and returned unopened to the bidder.

9. Award criteria

- a. High Commission of India, Kuala Lumpur shall award the contract to the eligible bidder whose bid has been accepted and determined as the lowest evaluated commercial bid.
- b. The lowest price criteria shall be applied on the total.

10. Purchaser's Right to amend Scope of Work

If, for any unforeseen reasons, High Commission of India, Kuala Lumpur is required to change the Scope of Works, this change shall be acceptable to the bidder without change in the unit price quoted.

11. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, High Commission's interpretation of the clauses shall be final and binding on all parties.

12. The High Commission reserves the right to accept or reject any or all the Tenders without assigning any reasons whatsoever.

Section III: Special Conditions of Contract (SCC)

1. Prices:
 - a. The price quoted shall be considered firm and no price escalation will be permitted during the period of the contract.
 - b. Bidders must quote the price in the format given in Price Schedule at Section-VI of this document.
 - c. All items are to be quoted in Malaysian Ringgit.
 - d. Bidders may quote the prices with SST, if applicable.
2. Payment will be made on monthly basis against the bill to be submitted by the firm for services provided by it on expiry of each month of service.
3. The tenderers shall submit documentary evidence in respect of their financial and technical capabilities as quoted by them.
4. The tenderer can submit only one tender; a tenderer who submits more than one tender will be disqualified.
5. Penalty for delayed Services:
 - a. The High Commission of India, Kuala Lumpur reserves the right to levy penalty @ of 0.5% of price quoted for per month service for per day of delay beyond the date intimated by the Embassy to the firm to start providing services.
 - b. The High Commission of India, Kuala Lumpur reserves the right to cancel the order in case the delay is more than 15 days.
 - c. The High Commission of India, Kuala Lumpur reserves the right to revoke the contract at any time if the services rendered are not found satisfactory during the period of Contract.
 - d. **Warranty Clause: In the event of major defacement/ damage or distortion of painting of the premises within one year of completion of the works, the company shall remain bound to do the necessary patch up free of cost, as may be found required.**
 - e.
6. Force Majeure:

The High Commission of India, Kuala Lumpur may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated, such as acts of nature (like earthquakes, floods, storms etc), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

SECTION IV: Quality Parameters

Quality Parameters for Service Provider Company (Components of Technical Bid):

- i. Evidence of registration of the company under the relevant statutory regulation of the Government of Malaysia.
- ii. Past experience, service history, achievements of the company.
- iii. List of clients, the company is serving in terms of past works and performance.

The Tenderer must include, as a part of its tender, self attested copy of documents to establish its qualifications to perform the Contract.

Section V: Schedule of Requirements

Scope of Works for Exterior Painting

Jetwash to remove loose paint, dust, etc., crack repair, coating of good quality sealer, Painting of entire exterior surface walls of India House including walls of veranda(s), gallery, porch, ceilings of exterior and terrace areas facing outside using good quality **weatherbond paint**. The chosen colour code will be conveyed before commencement of works.

Section VI: Price Schedule

Format for Submitting the Price Schedule for Hiring local Security Guard for the residence of Ambassador of India in Athens

Bid No. Kua/P/881/2/2019

Price Schedule		
1	Name of the Firm	:
2	Address & Contact Details of the Firm	:
3	Cost of Exterior Painting	
4	Total package quote as per requirement projected in Section -V of this tender document	:
5	Taxes (If any applicable)	:
6	Total Quote	:

Note:

1. Above quoted prices for local security guards are complete in all respect and inclusive of all taxes & other charges etc.
2. Certified that rates quoted are as per specifications, Schedule of Requirement and terms & conditions mentioned in the tender document.

Yours faithfully,

(Signature of Authorised Signatory)

Name & Designation:

Company seal:

NOTIFICATION OF AWARD

Contract No:

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated [insert date] for the execution of the Works for [name of project/Contract] for the Contract Price of MYR_____ [Amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderer is hereby accepted by the Embassy of India, Athens. You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security within fourteen (14) days, and signing the Contract Agreement within twenty-one (21) days, we attach the Contract Agreement for your perusal and signature.

Signed Duly authorised to sign for and on
behalf of the SP

Date:

CONTRACT AGREEMENT

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Employer] (hereinafter called "the Employer") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited Tenders for "hiring of security guards for different locations of the High Commission of India, Kuala Lumpur" and has accepted a Tender by the Contractor for the execution of those works in the sum of MYR [Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. the signed Contract Agreement;
 - b. the letter of Notification of Award
 - c. the completed Tender submission Sheet as submitted by the Tenderer;
 - d. the price schedule as submitted by the Tenderer; and
 - e. Scope of Work
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. This contract will be valid for a period of one year, which may be extended for one more year on mutual consent.
6. This contract can be terminated during its currency by either side by giving one month's advance notice to this effect.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Hellenic Republic on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature

Print Name

Title

In the presence of

Name

Address