



**High Commission of India
Kuala Lumpur**

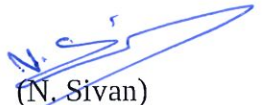
No. Kua/Prop/861/6/2019

01 September 2023

TENDER NOTICE

Sealed bids are invited from companies to submit Tender for Renovating and Restoring GOI owned accommodations at Level 1, Wisma HRIH Lotus, No. 442 Jalan Pahang, Setapak, 53000 Kuala Lumpur.

2. The bidding companies/firms should have the following requirements:
 - a) Having a registration in Malaysia including VAT, SST account in Malaysia.
 - b) Local representative in Kuala Lumpur or suburb of Kuala Lumpur, Malaysia.
 - c) Having experience of undertaking work of similar nature in Malaysia in the last 5 years.
3. Documentary evidence of the above qualifications may be submitted along with sealed bids.
4. Enquiry, if any, may please be sent on the mail hoc.kl@mea.gov.in. Enquiry shall be entertained only till 15th September 2023.
5. Site inspection relating to the work can be done on any working day till 04.09.2023 with prior appointment (Tel: +60- 3 4024 0990)
6. Interested parties may send their bids/quotations in sealed envelopes to the Head of Chancery, High Commission of India, Kuala Lumpur, Level 1, Wisma HRIH Lotus, No. 442 Jalan Pahang, Setapak, 53000 Kuala Lumpur.
7. The bids received would be opened on 25th September 2023 at 15:00 hrs. by a Committee of Officers. Interested parties are welcome to send a representative for opening of the bids in the office of the Head of Chancery, High Commission of India, Kuala Lumpur.
8. The High Commission of India, Kuala Lumpur reserves the right to reject any bid at any stage of the bidding process without assigning any reasons whatsoever.


(N. Sivan)
Head of Chancery

No. Kua/Prop/861/6/2019
High Commission of India
Kuala Lumpur

TENDER NOTICE

High Commission of India, Kuala Lumpur by way of this Request for Proposal (RFP) invites professional firms to submit Tender for Renovating and Restoring Government of India owned accommodations at Level 1, Wisma HRIH Lotus, No. 442 Jalan Pahang, Setapak, 53000 Kuala Lumpur.

The timelines for Request for Proposal (RFP) are as follows:

Sl. No.	Item	Date	Time
1.	Date of Announcement	01.09.2023	17:00 hrs.
2.	Date of Pre-bid meeting for any clarification/explanation	15.09.2023	14:00 hrs.
3.	End date of pre-bid meeting for any clarification/explanation	15.09.2023	17:00 hrs.
4.	Date of Submission of tender documents – hard copy only to be submitted on all working days	04.09.2023	09:00 hrs.
5.	Last date of submissions of bids	22.09.2023	12:00 hrs.
6.	Date of opening of Technical bids	25.09.2023	14:00 hrs.
7.	Date of opening of Financial Bid and the declaration of results subject to further scrutiny of documents	26.09.2023	15:00 hrs.

The scope of work, conditions and instructions to bidders and other information relevant to the project are available on the website of the High Commission <https://hcikl.gov.in> or in the CPP portal at <https://eprocure.gov.in/cppp>. The complete Tender Documents consist of (a) Technical Bid Documents and b) Financial Bid Documents. The terms of the contract will be on the basis of a two-tier tender process consisting of Technical and Financial Bids. The tender documents available in the website of the High Commission of India, Kuala Lumpur may be downloaded and filled up for this purpose. Any queries and/or comments may be addressed to the Head of Chancery, High Commission of India, Kuala Lumpur at the address mentioned above or sent an email at hoc.kl@mea.gov.in.

TENDER DOCUMENTS

Part A: Technical Bid Document

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	: Term & Conditions of Contract (Section-III)
Document I – S-IV	: Scope of Work (Section-IV)

* 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.

Part B : Financial Bid Document

Document II	: Schedule of Quantity/Items/Bills of Qualities (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-VII & VIII – If EMD (Section-VII) has been submitted, there is no need to submit BSD (Section-VIII) and vice versa.

No. Kua/Prop/861/6/2019
High Commission of India
Kuala Lumpur

**TENDER FOR SELECTING CONTRACTOR FOR
RENOVATING OF GOI OWNED ACCOMMODATION**

Invitation to Tender

1. The President of India acting through the High Commissioner of India in High Commission of India, Kuala Lumpur invites Lump-sum Fixed Price Tender for Renovation of GOI owned accommodation. 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	Schedule of Items
Document-III	Form of Tender (Lump-sum Price to be quoted on this form by Bidder)
Document-IV	Conditions of contract including standard formats for Bank Guarantee, etc.

2. The last day of submission of sealed bids is 12:00 hrs on 22.09.2023 in the office of Shri N. Sivan, Head of Chancery, High Commission of India, Kuala Lumpur, Level 1, Wisma HRIH Lotus, No. 442 Jalan Pahang, Setapak, 53000 Kuala Lumpur, Tel: +60- 3 4024 0990. Technical bids will be opened on 25.09.2023 at 14:00 hrs in the High Commission of India, Kuala Lumpur. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on 25.09.2023 at 14:00 hrs in the High Commission of India, Kuala Lumpur. Applicants may sent their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Kuala Lumpur.

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 the work in Kuala Lumpur in the Diplomatic property of the High Commission of India, Kuala Lumpur.

5.2 **Bank Solvency:** Certificate of Solvency for 40% of value of estimated cost certified by banker not older than six months.

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

7. **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 (format of Performance Security is attached).
8. **Financial quote & variations:** Contractors 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 is 60 days calculated from the date of commencement of works.
11. **Mobilization Advance:** I) 10% of contract amount and up to maximum of 30% against equivalent Bank Guarantee.
12. **Retention Money:** 5% of accepted contract value for 12 months i.e. till 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 sitting in the High Commission of India, Kuala Lumpur.
14. **Rejection:** High Commission of India, Kuala Lumpur reserves the right to accept or reject proof of credential at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of :

Section-I	: Instruction of bidders
Section-II	: Introduction and Credentials of Bidder (To be prepared and submitted by the Bidder)
Section-III	: Terms and conditions of Contract
Section-IV	: Scope of work
Section-V	: Schedule of Quantity (To be prepared and submitted by the Bidder)
Section-VI	: Form of Bid (Lump-sum fixed price to be quoted by Bidder)
Section-VII	: Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.
Section-VIII	: Bid Securing Declaration (BSD)

If EMD (Section-VII) has been submitted by bidder, there is no need to submit BSD (Section-VIII)

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 I 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 **(Name of the Mission/Post)** will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submit of his Tender/bid.

1.4 Earnest Money Deposit/Bid Securing Declaration

1.4.1 The bidder shall submit a Demand Draft or Banker's cheque or Bank Guarantee (as per attached format) or online payment to Bank details of the High Commission of India, Kuala Lumpur, amounting to RM 1,500 or Bid Securing Declaration (Section-VIII)

1.4.2 The bidder shall submit either Section-VII or Section-VIII.

1.4.3. Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.

1.5 Pre-bid meeting: A pre-bid meeting is scheduled at 10:00 hrs to 17:00 hrs on 15.09.2023 in the High Commission of India, Kuala Lumpur. Interested bidders may contact the office of Head of Chancery, High Commission of India, Kuala Lumpur, Level 1, Wisma HRIH Lotus, No. 442 Jalan Pahang, Setapak, 53000 Kuala Lumpur, Tel: +60- 3 4024 0990 to attend the pre-bid meeting.

1.5 (a) Lump Sum Fixed Price Tender: This is a Lump sum Fixed Price Tender with extent of works as indicated in scope of works.

1.5.1 The bidder shall examine the scope of work and other document 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 Malaysian Ringgit only.

1.5.5 In case of any discrepancy between figures and 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 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 L1bidder.

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 of 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 superscribed with Renovation of GOI owned accommodations for High Commission of India, Kuala Lumpur, which shall have the following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII or Section-VIII. This envelope is to be superscribed as “**EMB or BSD**” (as the case may be).

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

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

1.10.1 The last date of submission of seal bids is 12:00 hrs. on 22.09.2023 in the office of Shri N. Sivan, Head of Chancery, High Commission of India, Kuala Lumpur, Level 1, Wisma HRIH Lotus, No. 442 Jalan Pahang, Setapak, 53000 Kuala Lumpur, Tel: +60-3 4024 0990

1.10.2 The date and time for submission may be deferred by an official notification in writing issued by the High Commission of India, Kuala Lumpur 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 be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

1.11 Selection process:

1.11.1 Envelope B (Technical bids) will be opened on 14:00 hrs. on 25.09.2023 in the High Commission of India, Kuala Lumpur. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Kuala Lumpur.

1.11.2 The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.

1.11.3 A list of technically qualified bidders shall be prepared. Technically qualified bidders shall be informed and shall be invited for opening of the financial bids at prescribed date and time by the High Commission of India, Kuala Lumpur.

1.12 Conditional Acceptance of the Tender: The acceptance of the Tender shall be conditional and not finally binding upon the High Commission of India, Kuala Lumpur. The High Commission of India, Kuala Lumpur 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.

1.13 Amendments to Tender Document: At any time prior to the date of opening of the tender, High Commission of India, Kuala Lumpur 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 High Commission of India, Kuala Lumpur.

1.14 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Shri N. Sivan, Head of Chancery, High Commission of India, Kuala Lumpur, Level 1, Wisma HRIH Lotus, No. 442 Jalan Pahang, Setapak, 53000 Kuala Lumpur, Tel: +60-3 4024 0990 (hoc.kl@mea.gov.in).

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

1.16 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the High Commission of India, Kuala Lumpur as to the meaning of anything connected with the tender document.

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

1.17.1 If tenderer sets forth any conditions which are unacceptable to the High Commission of India, Kuala Lumpur.

1.17.2 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.

1.17.3 If there is evidence of collusion between Bidders.

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

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

1.18 Compliance with Laws & 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 and output tax, etc. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

1.19 Compliance with Tender Document: Bidder shall be deemed to have read carefully all the tender documents, specification 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 High Commission of India, Kuala Lumpur.

1.20 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.

1.21 Payment:

1.21.1 All payments shall be released as progress payments on the basis of certificate submitted by the contractor and satisfied by the High Commission of India, Kuala Lumpur.

1.21.2 The detailed work schedule and the payment schedule would be furnished by the contractor to the High Commission of India, Kuala Lumpur, who will approve it before it forms part of the agreement.

1.21.3 However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to High Commission of India, Kuala Lumpur, the progress payment shall be made by the High Commission of India, Kuala Lumpur on the basis of evaluation of work done.

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

1.22 High Commission of India, Kuala Lumpur's right to waive: The High Commission of India, Kuala Lumpur reserves the right to waive any deficiency in any tender where such waiver is in the interest of the High Commission of India, Kuala Lumpur 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.

**No. Kua/Prop/861/6/2019
High Commission of India
Kuala Lumpur**

**TENDER FOR SELECTING CONTRACTOR FOR
RENOVATION OF GOI OWNED ACCOMMODATION**

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, STT & other registration and past performance of the bidder. They may attach other documents such as company profile, company brochures, achievement of the company, etc.

No. Kua/Prop/861/6/2019
High Commission of India
Kuala Lumpur

**TENDER FOR SELECTING CONTRACTOR FOR
RENOVATION OF GOI OWNED ACCOMMODATION**

Section – III

3. Terms & Conditions of Contract:

3.1 Quoted price is final fixed lump-sum price inclusive of all taxes except VAT, STT, 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 prices 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 10 weeks.

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 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.

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 of 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 latter.

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 Advance of 10-30% of accepted tender cost on placement of work order against bank guarantee of equivalent amount drawn in favour of Name of Mission.

3.8.2 Running Account(RA) Bills for 5% 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 High Commission of India, Kuala Lumpur 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 High Commission of India, Kuala Lumpur 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/ Malaysian standard or equivalent. The material used/ for 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 Defects Liability Period will be 12 (twelve) months from completion of work. Contractor is bound to rectify/replace the defective items 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 High Commission of India, Kuala Lumpur 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 High Commission of India, Kuala Lumpur.

3.13 On the 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.

No. Kua/Prop/861/6/2019
High Commission of India
Kuala Lumpur

**TENDER FOR SELECTING CONTRACTOR FOR
RENOVATION OF GOI OWNED ACCOMMODATION**

Section – IV

4. Scope of Work:

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

Scope of work at High Commission of India, Kuala Lumpur, Level 1, Wisma HRIH Lotus, No. 442 Jalan Pahang, Setapak, 53000 Kuala Lumpur, Tel: +60- 3 4024 0990. (**Area: 4,200 sq. ft.**)

1. **Office partition/door working:**
 - a) Supply & install gypsum board partition
 - b) Supply & install wooden frame with plywood door (double door) - 2 units
 - c) Supply & install wooden frame with plywood door (single door) - 2 units

2. **Counter Wood Work & Glass work:**
 - a) Supply & install counter/with computer table
 - b) supply & install aluminum frames with glass panel @ counter area

3. **Electrical work:**
 - a) Supply & install light point wiring - 20 nos.
 - b) Supply & install 13A power plug point wiring - 16 nos.
 - c) Supply & install LED down light - 20 nos.

**No. Kua/Prop/861/6/2019
High Commission of India
Kuala Lumpur**

TENDER FOR SELECTING CONTRACTOR FOR RENOVATION OF GOI OWNED ACCOMMODATION
--

Section – V

5. Schedule of Quantity:

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost

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.

**No. Kua/Prop/861/6/2019
High Commission of India
Kuala Lumpur**

TENDER FOR SELECTING CONTRACTOR FOR RENOVATION OF GOI OWNED ACCOMMODATION
--

Section – VI

6. Form of Tender:

(to be submitted by the bidder)

**To: High Commissioner,
High Commission of India,
Kuala Lumpur**

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) exclusively of VAT.

If this offer is accepted, we will commence the works as soon as is practicable and complete the works in accordance with 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 authorised to sign tenders for and on behalf of

Address:

Date:

**No. Kua/Prop/861/6/2019
High Commission of India
Kuala Lumpur**

**TENDER FOR SELECTING CONTRACTOR FOR
RENOVATION OF GOI OWNED ACCOMMODATION**

Section – VII

7. Bank Guarantee Proforma for Earnest Money Deposit/ Tender Security :

Bank Guarantee No. _____

Brief description of contract : Renovation of GOI owned Accommodation

Name and Address of Beneficiary : **High Commission of India, Kuala Lumpur, Level 1,
Wisma HRIH Lotus, No. 442 Jalan Pahang, Setapak, 53000
Kuala Lumpur, Tel: +60- 3 4024 0990.**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for Renovation of GOI owned Accommodation at High Commission of India, Kuala Lumpur, 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 RM 1,500. In fulfillment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of RM _____.

2. This guarantee is valid for a period of 180 (One hundred and eighty) 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 herein above, the maximum liability under this guarantee is restricted to RM _____

4. Notwithstanding anything to the contrary contained herein 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 Malaysia and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No. 758) and shall be subject to exclusive Jurisdiction of the Malaysian Courts.

Place:

Signature:

Date :

Name:

**No. Kua/Prop/861/6/2019
High Commission of India
Kuala Lumpur**

**TENDER FOR SELECTING CONTRACTOR FOR
RENOVATION OF GOI OWNED ACCOMMODATION**

Section – VIII

8. 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.

Place:
Date :

Signature:
Name:

**No. Kua/Prop/861/6/2019
High Commission of India
Kuala Lumpur**

**TENDER FOR SELECTING CONTRACTOR FOR
RENOVATION OF GOI OWNED ACCOMMODATION**

Bank Guarantee Proforma for Performance Security

Bank Guarantee No. _____

Brief description of contract : Renovation of GOI owned Accommodation

Name and Address of Beneficiary : **High Commission of India, Kuala Lumpur, Level 1,
Wisma HRIH Lotus, No. 442 Jalan Pahang, Setapak, 53000
Kuala Lumpur, Tel: +60- 3 4024 0990.**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for Renovation of GOI owned Accommodation at High Commission of India, Kuala Lumpur, 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-consultant's fee) amounting to (**To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered cost**). In fulfillment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of (**To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered cost**).

2. This guarantee is valid for a period of _____ days and upto (**date should be two months 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 herein above, the maximum liability under this guarantee is restricted to (**To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered cost**)

4. Notwithstanding anything to the contrary contained herein above, this guarantee is valid from (**date of issue**) up to the (**date should be two months after 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 Malaysia and is governed by the United Rule for Demand Guarantee (URDG) (ICC Publication No. 758) and shall be subject to exclusive Jurisdiction of the Malaysian Courts.

Place:

Signature:

Date :

Name: