

No. Kuw/Admn/872/01/2019

Embassy of India

Kuwait

NOTICE INVITING TENDER FOR SELECTION OF CONTRACTOR FOR CLEANING OF HVAC SYSTEMS INSTALLED IN THE PREMISES OF EMBASSY OF INDIA IN KUWAIT AND ITS ADJACENT 10 RESIDENCES

The President of India acting through the Embassy of India in Kuwait requests proposals in a sealed envelope from appropriately qualified and adequately experienced Contractors for cleaning of HVAC systems installed in the premises and adjacent 10 residences of Embassy of India, Kuwait. The proposal should be duly completed in prescribed format as per Notice Inviting Tender (NIT) and must reach to the office of "Head of Chancery, Embassy of India, Diplomatic Enclave, Arabian Gulf Street, Safat 13015, Kuwait, Telephone No.: +965-22527002; email- hoc.kuwait@mea.gov.in on or **before 1600 hrs on 10th April 2023**. 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 Embassy of India, Kuwait from <https://indembkwt.gov.in/tender-kuwait-in-india.php> .

2. Location and description of Property:

Embassy of India,
Diplomatic Enclave,
Arabian Gulf Street,
Safat 13015, Kuwait

3. Scope of Work: Please see tender document- Section IV - (Annexure 'A')

4. Period of Completion of cleaning work: 30 days

5. 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 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- admnuwait@mea.gov.in .

6. 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. All pages of the submission document must be signed by authorized signatory. The proposal should be duly completed in prescribed format as per Notice Inviting Tender (NIT) and sealed proposal must reach to the office of "Dr. Vinod Gaikwad, Head of Chancery, Embassy of India, Diplomatic Enclave, Arabian Gulf Street, Safat 13015, Kuwait, Kuwait Telephone No.: +965-22527002; email- hoc.kuwait@mea.gov.in on or **before 1600 hrs on 10th April 2023**. Financial bids will be opened at **1400 hrs on 11th April 2023** in the Embassy of India, Kuwait.

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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)

* 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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Document 1 : 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 cleaning of the HVAC system in the Embassy and its adjacent 10 residences. 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, Introduction and credentials of Bidders, Terms & Conditions of contract, 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)

2. The last date of submission of sealed bids is **before 1600 hrs on 10th April 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. Financial bids will be opened at **1400 hrs on 11th April 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 enough experience and satisfactorily completed similar work in the Embassy or other prominent offices.

6. Financial quote & variations: Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work.

7. Commencement: Commencement of the work shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent.

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

9. 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.

10. Arbitration:

10.1 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.

10.2 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.

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

11. 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.

12. Sub-contractors: The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the cleaning 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.

13. The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the cleaning 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

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Document I –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

1.2 Site visit: Physical visit to the site is advisable to acquaint himself with the Site of the 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 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.

1.6.2 The company makes the necessary calculations itself regarding the adequacy of the items to be used.

1.6.3 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the work 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.

1.9. Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with '**Offer for Cleaning of HVAC System, Embassy of India, Kuwait- to be opened by addressee only**', which shall have following two sealed envelopes inside:

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

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

1.9.1 The last date of submission of sealed bids is **before 1600 hrs on 10th April 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 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 the HVAC cleaning 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: A lump sum amount will be paid to the selected bidder after completion of cleaning work satisfactorily.

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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Document I –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, other registration details 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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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 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.

3.3 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.

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

3.5 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.

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

3.6.1 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.

3.6.2 If collusion, fraud, corruption or monopoly practices are found.

3.6.3 If the Tenderer becomes bankrupt or insolvent.

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

3.7 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.

3.8 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.

3.9 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.

3.10 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.

3.11 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.

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

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

3.26 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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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

01. Inspection of HVAC systems to probe, locate, isolate, identify and document hazardous materials.
02. Cleaning of 29 Air Handling Units (AHUs), 9 Fan Control Units (FCUs), connected Ducts and other required parts of HVAC System
03. Before starting the work, cover all furnitures and other things with appropriate material

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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Document II - Section V

V. Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Name of the Area	Number	Cost
1.			
2.			
3.			

Note: Please refer to Section-I of the document

5.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify cleaning areas and quote the rates of individual areas.

5.2 Bidders shall satisfy themselves of the areas 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/areas 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.

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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 cleaning work of HVAC is to be carried out. We offer to execute and complete the cleaning 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

1	Name and Address of the Bidder:	
2	Contacts:	
3	Telephones:	
4	Fax:	
5	E-mail:	
6	Mobile No:	
7	Category of the Bidder (Whether company, partnership firm or Proprietary concern)	
8	Details of Owners/Partners (Please attach Civil ID copies)	
9	Name of Chief Executive Officer and Telephone No.	
10	Year of Establishment	
11	Trade License Number (please provide copy)	
12	Yearly turnover of the last 2 years.	
13	Name and Address of the Banker	
14	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**