



सत्यमेव जयते

**Embassy of India**

**Kuwait**

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NOTICE INVITING TENDER  
FOR SELECTING CONTRACTOR FOR  
**REPLACEMENT OF FLOOR MARBLE &  
MARBLE POLISHING WORK**

IN  
THE EMBASSY OF INDIA, KUWAIT

**TENDER NO. - Kuw/Admn/872/02/2023**

**DATED - 17th May 2024**

**LAST DATE SUBMISSION OF BID- 13th June 2024 [1 Month]**

**Pre Bid Meeting- 26th May 2024**

No. KUW/Admn/872/02/2023

Embassy of India

Kuwait

**Tender for selecting contractor for replacement of marble & polish work  
in the Embassy of India, Kuwait**

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**No. KUW/Admn/872/02/2023**  
**Embassy of India**  
**Kuwait**

**Tender for selecting contractor for replacement of marble & polish work  
in the Embassy of India, Kuwait**

**Document I: Section 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 the contractor for replacement of marble & polish work in the Embassy of India, Kuwait.** The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

<b>Envelope 1- Technical Bid Document</b>	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Introduction and credentials of Bidders, Terms & Conditions of contract, Scope of Work & Eligibility Criteria, <b>Annexure ‘A’</b>
<b>Envelope 2- Financial Bid Document</b>	
Document- II	Schedule of Items/ Financial-Bill of Quantity or <b>Section VI</b>
Document- III or Section VII	Form of Tender <i>(Lump sum price to be quoted on this form by Bidder)</i>
<b>Envelope 3- EMD</b>	
Earnest Money Deposit (EMD)/ Tender Security Amount	<b>KWD 560/- (Kuwaiti Dinar Five Hundred Sixty only) [2%]</b> by way of Banker’s cheque/Demand Draft in favour of the Embassy of India, Kuwait. Any bid not accompanied with Earnest Money Deposit/Tender Security Amount shall be rejected. The EMD of the 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. <b><i>The validity of the EMD will be 6 months.</i></b>

2. **The last date of submission of sealed bids is 1600 hrs on 13th June 2024** in the office of 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. **Technical bids will be opened at 1430 hrs on 19th June 2024 [Tentative]** 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. **A pre bid meeting will be held on 26th May 2024 [Sunday].**

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: **[Please provide duly stamped requisite documents in the Technical Bid]**

**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.

**5.2 Similar work:** The tenderer should have satisfactorily completed similar (*means replacement/fixing of marble and tiles*) during the **last 7 years** for at least

(i) One similar work of cost equivalent to **KD 21,600/-** or

(ii) Two similar works each of cost equivalent to **KD 16,200/-** or

(iii) Three similar works each of cost equivalent to **KD 10,800/-** .

Supporting documents may be submitted by the Bidder.

**5.4 Annual Turnover:** The annual turnover of the tenderer should not be less than **KD 13,500/-** during the immediate last three consecutive financial years. Year in which no turnover is shown would also be considered for working out the average. ***The bidder is required to submit audited financial statements for the past five years. If the original audited statements are in Arabic, the bidder must also submit a certified translated version in English along with audited statements.***

**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. ***The bidder is required to submit audited financial statements for the past five years. If the original audited statements are in Arabic, the bidder must also provide a certified translated version in English along with audited statements.***

**6. Defects Liability Period:** Defects Liability period will be **twelve months/One year** from date of completion of work.

**7. Performance Guarantee:** **[5% of the Tender value ]**

7.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 5% of the accepted contract value in favour of 'Embassy of India, Kuwait', payable at Kuwait in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the Letter of Award. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security. **(Format of Performance Guarantee is at Annexure 'B')**

7.2 The Performance Security will be forfeited by order of the Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Embassy sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.

7.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Embassy shall be free to make other arrangements at the risk, cost and expense of the Contractor.

**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 works is **180 Days** calculated from the date of commencement of works. 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.

**11. 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 of delay limited to 10% of accepted Tender Cost. This shall be calculated on per day basis for each day of delay.

**12. Retention Money:** 5% of contract amount of each bill for payment shall be deducted. 50% of the Retention Money deducted shall be released on issue of practical completion certificate and Balance 50% of Retention Money shall 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 General Financial Rules-2017, Government of India.

**14. Arbitration:** In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the bidder will address the dispute / difference on a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at **New Delhi (India)** only. The resolution of the Arbitrator shall be final and binding on both the parties.

**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 Works. 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 Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

**S. James Jacob  
Head of Chancery,  
Embassy of India,  
Diplomatic Enclave,  
Arabian Gulf Street,  
Safat 13015, Kuwait**

No. KUW/Admn/872/02/2023

Embassy of India

Kuwait

**Tender for selecting contractor for replacement of marble & polish work  
In the Embassy of India, Kuwait**

**Document I – Section II :**

**Instruction to Bidders**

**1.1. 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 the works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

**1.2. 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.

**1.3 Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of work as indicated in “**Scope of Work**”.

**1.3.1** 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.

**1.3.2** Bidders are required to quote Lump-sum fixed prices on “**Form of Tender**”. Bidders may prepare a schedule of quantity as per scope of work identifying item description, quantity and rates.

**1.3.3** 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. The quoted price should include lump sum charges for Labour/transportation and civil/ technical works required/ necessary, if any, for complete installation/ renovation/ repair work.

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

**1.4 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.

**1.5 Tender and Schedule of Quantities**

**1.5.1** 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 / Type/ Brand Name / Warranty / Guarantee and other details of the item.

**1.5.2** 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.

**1.5.3** 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.

**1.5.4** 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.

**1.5.5** The bidder makes the necessary calculations regarding the adequacy of the items to be used.

**1.5.6** 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.

**1.5.7** 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 replacement of marbles in the Embassy building, 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.

**1.6. Final Tender Price** - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the “**Form of Tender**” shall be the basis for deciding the tender quote and the **L1 bidder**.

**1.7 Errors and Rectification:**

**1.7.1** 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.

**1.7.2** 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.

**1.7.3** If the amount quoted on “Form of Tender” is less than the amount worked out on the Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

**1.8. Submission of bids:** Bidders shall submit their bid [in a large sealed envelope](#) super-scribed with ‘**Tender for selecting the contractor for replacement of white marble and polish work in the Embassy of India, Kuwait**’, 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-III**. This envelope should be super-scribed as “*Technical Bid*”.

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

*Any bid which would not contain EMD as per attached format will be rejected.*

*Please do not put “Financial Bid” (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid, the tender will be rejected.*

Technical bids of only those bidders will be opened who have submitted a valid EMD. Financial bids of only technically qualified bidders will be opened.

**1.9.1** The last date of submission of sealed bids is 1600 hrs on 13th June 2024 in the office of **Head of Chancery, Embassy of India, Diplomatic Enclave, Arabian Gulf Street, Safat 13015, 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 Works 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 **Administration wing, Embassy of India Kuwait, Telephone No.: +965-22513498/50382250**; email- **admkuwait@mea.gov.in** on working days between 0800 hrs and 1630 hrs.

**1.13** All information requested by and supplied to one bidder will 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, Specification etc. and visited the site/work area. The quoted Lump-sum Fixed price is inclusive of all costs and charges and complete in all respects to make the project functional as per the standard and to the entire satisfaction of the Embassy of India, Kuwait.

**1.18 No escalation of price** - No escalation on accepted tender cost will be permitted due to any reasons 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.

**1.19 Payments:**

**1.19.1** All payments will be made as per Clause 3.8 of Document-I Section-IV

**1.19.2** The detailed work 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** The detailed payment schedule has been mentioned in para 3.8. 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 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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**Tender for selecting contractor for replacement of marble & polish work  
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**Document I – Section III :**

**Introduction and Credentials of Bidder**

***(To be submitted by the bidder in the Technical Bid Envelope)***

**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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No. KUW/Admn/872/02/2023

Embassy of India

Kuwait

**Tender for selecting contractor for replacement of marble & polish work  
In the Embassy of India, Kuwait**

**Document I – Section IV:**

**Terms and Conditions**

3.1 Quoted price is the final fixed lump-sum price inclusive of all types of other charges. 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 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/ renovation/ repair work.

3.3 Period of completion for the work is **180 Days.**

3.4 **Liquidated damages** shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week of delay limited to 10% of accepted Tender Cost. This shall be calculated on per day basis for each day of delay.

3.5 **Defects liability period** shall be as per Warranty Period or **365 days** from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. **In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the 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 [RA] Bills and strictly linked with progress of work as per the following schedule :

No	Particulars	Percentage of total tender value	Remarks
1	Commencement of Project (5% Mobilization Advance against BG on request from the contractor)	5%	<i>Recovery of Mobilization Advance is to commence on reaching 10% completion and is to be completed by the time 80% progress is achieved.</i>  <i>Further, 50% of retention money is to be paid after completion of all contractual liabilities and balance 50% Retention Money is to be paid after completion of Defect Liability Period.</i>
2	After consumption of First installment of Mobilization Advance (5% Mobilization Advance against BG on request from the contractor)	5%	
3	On 10% work completion	8.58%	
4	On 20% work completion	8.58%	
5	On 30% work completion	8.58%	
6	On 40% work completion	8.58%	
7	On 40% work completion	8.58%	
8	On 60% work completion	8.58%	
9	On 70% work completion	8.52%	
10	On 80% work completion	10%	
11	On 90% work completion	10%	
12	On 100% work completion	10%	

**Illustration of the payment schedule:** assuming Tender Value - KD 10,000/-

Completion of Work	Payment due (A)	Retention Money (B)	Recovery of Mobilization Advance (C)	Amount to be released (D) = [A-B-C]	Release of Retention money (E)	Net amount to be released (F)= (E) + (D)
<i>Commencement of Project</i>	500 (5% Mobilization Advance against BG on request from the contractor)	-	-	500	-	500
<i>After consumption of First installment of Mobilization Advance</i>	500(5% Mobilization Advance against BG on request from the contractor )	-	-	500	-	500

Completion of Work	Payment due (A)	Retention Money (B)	Recovery of Mobilization Advance (C)	Amount to be released (D) = [A-B-C]	Release of Retention money (E)	Net amount to be released (F)= (E) + (D)
10%	1000	50	142.85	807.15		807.15
20%	1000	50	142.85	807.15		807.15
30%	1000	50	142.85	807.15		807.15
40%	1000	50	142.85	807.15		807.15
50%	1000	50	142.85	807.15		807.15
60%	1000	50	142.85	807.15		807.15
70%	1000	50	142.9	807.10		807.10
80%	1000	50	0	950		950
90%	1000	50	0	950		950
100%	1000	50	0	950		950
Completion of all contractual liabilities					250	250
Completion of Defect Liability Period						250
				<b>Grand Total</b>		<b>10000</b>

**3.8.1** 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. **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:** 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 Extension of Time (EoT)** - Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period to the time during which such Party was unable to perform such action as result of any reason not attributed to the said party. Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing to the Embassy of India, Kuwait within 14 days of the happening of the event causing delay along with the reasons causing unavoidable delay. Such request shall, however, be made not later than three months prior to the stipulated date of completion in respect of all hindrances encountered till then. For subsequent hindrances the request for extension of time shall be submitted not later than 30 days prior to the stipulated date of completion or previously extended date of completion. While requesting for extension of time at any stage, the Contractor may also, if practicable, indicate the period for which extension is desired. The contractor shall nevertheless use constantly his best endeavours to prevent or make good the delay.

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

3.15. On completion of work, 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.

3.16. **Validity of the Contract:** This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement for a period of **1 (one) year and 6 months** *[includes 6 months work completion period and 1 year defect liability period]*.

3.17. **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 incurrence 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.

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

**3.18.1** 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.

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

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

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



**3.18.5** If there is stipulation regarding notice of the termination to be given by the Employer/contractor. And also termination by either party in case of unforeseeable circumstances.

**3.19 Settlement of Disputes and Arbitration-** In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the bidder will address the dispute / difference on a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at New Delhi only. The resolution of the Arbitrator shall be final and binding on both the parties.

**3.20** 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.

**3.21** 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.

**3.22** 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.

**3.23** 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.

**3.24** 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.

**3.27** If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

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**No. Kuw/Admn/872/02/2023**  
**Embassy of India**  
**Kuwait**

**Tender for selecting contractor for replacement of marble & polish work  
in the Embassy of India, Kuwait**

**Document I – Section V**

**Scope of Work**

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

**A. Marble/Tiles work**

**Assessment & Planning**

1. Conduct a thorough assessment of the current condition of the white marble, measure and identifying the following Area of the Embassy that require replacement :

**A. FLOOR RENOVATION OF SECURITY CABIN AND BASEMENT**

- I. **Security Cabin Floor** - The cabin, experiences significant foot traffic, therefore, floor of this area will be replaced with granite stone for enhanced durability and aesthetics.  
**Proposed Marble - Grey granite (As per approved sample)**
  
- II. **Labour service Area hall**- This area currently features old carpet tiles on the floor and wooden panels one side of the walls. Two cabins within the space are separated by wooden and glass structures, with walls adorned with carpet tiles showing signs of aging, discolored, damaged and stained. Therefore, the floor carpet tiles in this area will be replaced with **60 CM (Length) x 120 CM (Width)** ceramic tiles. Additionally, the two side walls carpet tiles will be replaced with wooden panels to maintain consistency with the existing wooden elements.  
**Proposed - Ceramic tiles [floor] and wooden panels [wall] (As per approved sample)**
  
- III. **Multipurpose hall [FC Hall]**- The hall is adjacent to the Auditorium and used for official engagements. This area also have carrara marble, due to ageing, the marble lost its luster, developed discoloration and stubborn yellow spots. Therefore, the floor in this area will be replaced with **60 CM (Length) x 120 CM (Width)** ceramic tiles.  
**Proposed - Ceramic tiles (As per approved sample)**

## **B. FLOOR RENOVATION OF ENTRANCE STAIRCASE**

- I. **Stairs Main entrance** - The existing marble on the staircase has faded and developed deep-seated yellow spots over time, impacting the ambiance. To address this, the marble will be replaced with granite stone. In order to enhance exterior appearance, the treads part of the stairs will be replaced with red granite, and the risers will be replaced with gray granite stone which are similar to colour of exterior of the Chancery. For safety enhancement, three non-slip grooves will be incorporated into the granite stone.

**Proposed - Red Granite & Gray Granite (As per approved sample)**

- II. **Both sides of main entrance- Polish work** of the existing carrara marble will be conducted on both sides of the entrance stairs.

## **C. FLOOR AND WALL RENOVATION OF GROUND FLOOR ENTRANCE LOBBY, LIFT LOBBY AND COURTYARD**

- I. **Reception Area-** The floor of the reception area will be upgraded with white ceramic tiles measuring **60 CM (Length) x 120 CM (Width)**. To add an aesthetic touch, red ceramic tiles with an approximate width of 10 cm of Carrara marble will be placed as a border in this Area. The damaged marble fixed on the wall will also be replaced.

**Proposed - Ceramic Tiles and Carrara marble (As per approved sample)**

- II. **Lift Lobby floor and required walls** - This waiting area for guests has marble flooring that has aged and lost its visual appeal. As a remedy, the marble will be replaced with ceramic tiles of **60 CM (Length) x 120 CM (Width)**. Carrara marble, similar in color to the tiles, will be used for the four pair stairs due to its strength. Given that the walls in this area are already cladded with Carrara marble.

**Proposed - Ceramic Tiles and Carrara marbles (As per approved sample)**

## **D. POLISHING AND CLEANING OF FIRST & SECOND FLOORS, LIFT LOBBY AND CORRIDOR**

- IV. **First Floor and Second Floor-** The existing carrara marble on the first and second floors is in relatively good condition. As a result, these sections will undergo a polishing process to enhance and preserve their existing condition.

**Proposed - Polishing only**

### **Material Selection**

2. Determine the quantity of **type of marble/tiles** required for the replacement, considering the dimensions and specifications of the existing marble and area. (*Tentative BOQ is enclosed*)

3. Source high-quality in terms of color (as suggested above), texture, and overall appearance. Other option or design are also welcome. Embassy will decide the type the marble/granite/tiles to be used. *Ensure that the selected material is durable, easy to maintain, and suitable for the high foot traffic experienced in the Embassy entrance area.*

#### **Preparation**

4. Clear or cover the areas that have any furniture, fixtures or obstacles that may hinder the replacement process.

5. Remove the stained and damaged white marble carefully, taking necessary precautions to avoid further damage to the surrounding or attached areas.

#### **Installation Process**

6. Prepare the subfloor by ensuring it is clean, level, and free from any debris or adhesive remnants.

7. Install the new marble/tiles, adhering to industry best practices and following the required installation techniques. Place skirting of marble/tiles wherever required.

8. Ensure precise alignment and spacing of the marble to achieve an aesthetically pleasing result.

9. Use suitable adhesives, grouts, and sealants to secure the marble/tiles in place, ensuring long-term durability and stability.

#### **Finishing and Clean-up:**

10. Apply a suitable sealant to protect the marble from stains, moisture, and damage, while preserving its natural beauty.

11. Clean the entire area thoroughly, removing any debris, dust, or adhesive residue.

#### **Please Note:**

1. After awarding the Tender, a detailed schedule of work/payment will be developed in consultation with the **L1** bidder, taking into consideration the Embassy's operational requirements and minimizing any disruption to daily activities.

2. The Bidder should adhere to all relevant health and safety regulations and guidelines throughout the project. Ensure that the workforce is equipped with appropriate personal protective equipment (PPE) and trained in safe working practices to minimize the risk of accidents or injuries.

3. The Bidder should monitor the progress of the replacement work and conduct regular quality checks to ensure that the new marble/tiles are installed to the required standards. Rectify any deficiencies or issues promptly to maintain a high-quality finish.

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

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**GENERAL REQUIREMENTS (applies to all aspects of above mentioned scopes)**

1. CONTRACTOR should work as per Embassy's convenient time during civil work at no extra charge.
2. Before and while proceeding with the job, the CONTRACTOR shall accurately check everything previously or contemporaneously. Any failure on CONTRACTOR'S part to detect or report such discrepancies to the Embassy, in writing, shall relieve the CONTRACTOR of any and all claims by Embassy for costs, expenses or damages resulting there from. The contractor is not to continue over faulty work, and will make every effort to determine if previous work is accurate and notify Embassy of any deficiencies.
3. CONTRACTOR shall be responsible for inspection of Embassy for trash, debris and any damage prior to commencement of work. CONTRACTOR is to report any trash, debris, or damage to the Embassy and immediately or will be held responsible for the cost to remove, sweep or repair/replace any damage to the Embassy.
4. CONTRACTOR shall be used designated areas provided by the Embassy for loading and unloading of the materials at the Embassy.
5. CONTRACTOR shall provide any necessary adjustments and/or corrections that may be required for inspections and incur the cost of re- inspections and advise Embassy of same.
6. CONTRACTOR is liable for any damage to the existing/functioning cables by any material used in the course of completing marble work.
7. Marble/Tile shall be arranged to minimize the number of cut pieces required. Border pieces shall be the same width on both sides.
8. CONTRACTOR shall stone cut edges of marble/tile prior to installation.
9. CONTRACTOR shall not install marble/tile which is cracked/ broken/ stained/ Etched/ having uneven surface.
10. All marbles must be laid flush with each other.
11. CONTRACTOR to check all rough opening cutouts prior to setting marble.
12. CONTRACTOR will replace any cracked marble/tiles which occur anytime during the warranty period, and re-grout any cracked grout / adhesive or mortar (one time only) during the warranty period if requested to do so, at no additional cost to the Embassy.
13. Check for floor squeaks prior to starting and inform Embassy in writing of deficiencies prior to starting installation.

14. All Marble/tiles cuts are to be uniform and ground if exposed. In general, all work shall be of aesthetic value acceptable to the Embassy.
15. CONTRACTOR must inspect his work after completion and make any necessary corrections prior to Embassy inspecting the work. All work must be complete prior to processing payment.
16. CONTRACTOR is responsible for all damage to cables, doors, door frames, side walls etc. is pointed out to Embassy in writing prior to commencement of work. Reinstallation of cabling, supply of required parts, if any, for this like turnkey etc. will be supplied and fixed by the CONTRACTOR.
17. CONTRACTOR shall reinstall all doors removed for flooring installation (if required).
18. All mastic, grouts and adhesives used shall be water-resistant and fire-retardant.
19. All excess grout and adhesive shall be removed.
20. Marble/tiles will be grouted and wiped clean.

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**No. KUW/Admn/872/02/2023**  
**Embassy of India**  
**Kuwait**

**Tender for selecting contractor for replacement of marble & polish work  
in the Embassy of India, Kuwait**

**Document I – Section VI:**

**Schedule of Quantity**

***(To be submitted by the bidder in the Financial Bid Envelope)***

**WORK AREA [Detailed in Document I-Section VI]**

**A. FLOOR RENOVATION OF SECURITY CABIN AND BASEMENT**

- I. Security Cabin Floor- **Gray granite (As per approved sample)**
- II. Labour service Area hall- **Carrara tiles and wooden panels (As per approved sample)**
- III. Multipurpose hall- **Carrara tiles (As per approved sample)**

**B. FLOOR RENOVATION OF ENTRANCE STAIRCASE**

- I. Stairs Main entrance - **Red & Gray Granite (As per approved sample)**
- II. both sides of main entrance- **Polishing only**

**C. FLOOR AND WALL RENOVATION OF GROUND FLOOR ENTRANCE LOBBY,  
LIFT LOBBY AND COURTYARD**

- I. Reception Area- **Ceramic Tiles and Carrara Marbles (As per approved sample)**
- II. Lift Lobby floor and required walls - **Ceramic Tiles and Carrara Marbles (As per approved sample)**

**D. POLISHING AND CLEANING OF FIRST & SECOND FLOORS, LIFT LOBBY  
AND CORRIDOR**

- I. First Floor and Second Floor- **Polishing only**



**TENTATIVE BOQ**

No	Particulars	Quantity	Brand name	Price (in KD)
<b>A. FLOOR RENOVATION OF SECURITY CABIN AND BASEMENT</b>				
1	Demolition and dismantle of the existing floor and wall finishes to allow the installation of marble/ ceramic tiles	360 M2		
2	Removal and reinstallation of existing glass partitions after floor renovation- Security Cabin	35 M2		
3	Supply and install sand cement screeding ready to receive floor finishing	300 M2		
4	Supply and install 600 x 600 x 20 mm thick gray granite floor- Security Cabin	45 M2		
5	Supply and install 30mm thick red granite for tread and landing area with three (3) nonslip grooves.	21 M2		
6	Supply and install ceramic tiles (As per approved sample) Size: 60cm (L) x 120cm (W)	221 M2		
7	Supply and install red ceramic tile inlay (As per approved sample) 10cm (W)	170 RM		
8	Supply and install veneer wood panels (Matching the existing wood panels) with all accessories needed	30 M2		
<b>B. FLOOR RENOVATION OF ENTRANCE STAIRCASE</b>				
1	Demolition of existing marble and discard the debris to the municipality yard	60 M2		
2	Supply and install sand cement screeding ready to receive floor finish	60 M2		
3	Supply and install 20mm thick gray granite riser and nosing complete with three (3) nonslip grooves	25 M2		

No	Particulars	Quantity	Brand name	Price (in KD)
4	Supply and install 30mm thick red granite for tread and landing area	44 M2		
5	Polishing of existing marble finishing for the left- and right-wing area	50 M2		
<b>C. FLOOR AND WALL RENOVATION OF GROUND FLOOR ENTRANCE LOBBY, LIFT LOBBY AND COURTYARD</b>				
1	Demolition of existing floor and remove debris to the municipality yard	175 M2		
2	Demolition of existing marble wall (105cm H) and remove debris to the municipality yard	71 M2		
3	Supply and install sand cement screeding ready to receive floor and wall finishes	227 M2		
4	Supply and install ceramic tiles (As per approved sample) Size: 60cm, (L) x 120cm. (W)	138 M2		
5	Supply and install red ceramic tile inlay (As per approved sample) 10cm. (W)	270 RM		
6	Supply and install 20mm white carrara marble cut riser and 30mm thick white carrara marble cut to size tread for all steps complete with three non-slip grooves	9 M2		
7	Supply and install 20mm white carrara marble cut to size (Similar to match existing wall) with all accessories needed	62 M2		
8	Polishing of existing wall and water feature marbles	125 M2		
<b>D. POLISHING AND CLEANING OF FIRST FLOOR LIFT LOBBY AND CORRIDOR</b>				
1	Polishing of existing marble floor	80 M2		
2	Polishing and cleaning of existing railing	33 M2		

No	Particulars	Quantity	Brand name	Price (in KD)
<b>E. POLISHING AND CLEANING OF SECOND FLOOR LIFT LOBBY AND CORRIDOR</b>				
1	Polishing of existing marble floor 80M2	80 M2		
2	Polishing and cleaning of existing railing 50M2	42 M2		
<b>F. SITE CLEANING WORKS</b>				
1	Day to day cleaning with container service for the entire duration of the project.	LS		
<b>Total amount (in KWD)</b>				

**Note:** Please refer to Section-I of the document

**1.5.1** 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 / Type/ Brand Name / Warranty / Guarantee and other details of the item.

**1.5.2** 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.

**1.5.3** 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.

**1.5.4** 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.

**1.5.5** The bidder makes the necessary calculations regarding the adequacy of the items to be used.

**1.5.6** 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.

**1.5.7** 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 replacement of marbles in the Embassy building, 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/872/02/2023**  
**Embassy of India**  
**Kuwait**

**Tender for selecting contractor for replacement of marble & polish work  
in the Embassy of India, Kuwait**

**Document I – Section VII:**

**Form of Tender**

***(To be submitted by the bidder in the Financial Bid Envelope)***

To:

Ambassador of India,

Embassy of India, Kuwait.

Reference: Tender No. **KUW/Admn/872/02/2023 dt. 17th May 2024 regarding Tender for selecting contractor for replacement of marble & polish work in the 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 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: KWD \_\_\_\_\_ inclusive of all types of charges.

If this offer is accepted, we will commence the works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date

**GENERAL INFORMATION AND EMD DETAILS**

***(Please put in the Technical bid envelope)***

1	EMD Details DD No and date: Amount in KWD. 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	
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: **replacement of marble & polish work in the 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 amounting to **5% of the contract value**. 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 **KWD 5% of the contract value**.

2. This guarantee is valid for a period of **60 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 **5% of the contract value**.

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

**DRAFT Contract**

**Tender No.- No. KUW/Admn/872/02/2023**

**Name of the Project: Tender for selecting contractor for replacement of marble & polish work in the Embassy of India, Kuwait**

**Contract Agreement**

This agreement is made the ..... day of .....2024 between the President of the Republic of India acting through Mr. \_\_\_\_\_, **Head of Chancery, Embassy of India, Daiya, Kuwait** (Hereinafter referred to as the "Client" which expression shall unless repugnant to the context, include its successors in office and assigns) of the First Part.

*And*

**M/s** ..... (Hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context, include its successors in office and assigns) signed by **Mr.** .....(CIVIL ID NUMBER.....) under the seal of **the company**.

Whereas, the Client invited a Tender for "**replacement of marble & polish work in the Embassy of India, Kuwait**" and has accepted a Tender by the Contractor for the execution of those works in the sum of **KWD** ...../ *[Kuwaiti Dinar .....*]/ (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 Award
  - C. The completed Tender Submission Sheet as submitted by the Tender;
  - D. The priced Bill of Quantities as submitted by the Tender ;
  - E. Scope of Work, and
  - F. Performance Bank Guarantee
  - G. Tender Document- No. Kuw/Admn/872/02/2023 Dated ..... and subsequent clarification no. Kuw/Admn/872/02/2023 dated .....

3. **Validity of the Contract:** This contract shall become effective and valid from the date of execution and signing by both parties. The effective date of the contract will commence from the initial date of services provided under this agreement, spanning a period of ..... This duration includes a .....month completion period and a subsequent .....warranty period, which will commence after the successful completion of the contracted work.

4. **Additional Work:** Client shall not allow any claims for additional work performed by the Contractor unless the additional work is authorized by the Client in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work authorized by the Client shall be compensated at a rate mutually agreed to by the parties.

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

5.1 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.

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

5.3 If the Contractor becomes bankrupt or insolvent.

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

5.5 If there is stipulation regarding notice of the termination to be given by the Contractor. And also termination by either party in case of unforeseeable circumstances.

6. **Performance Guarantee:** KWD .....(Kuwaiti Dinar ..... only)-. The Contractor shall submit in the form of a Bank Guarantee valid for a period of 60 days beyond the date of the completion of all the contractual obligations of the Contractor under the contract and discharged after completion of work. Bank Guarantee shall be deposited within 15 days of issue of Letter of Award. The agreement with the contractor will be signed on receipt of Performance Guarantee. The validity of this Bank Guarantee will be ..... months (comprising a completion period of ..... months plus an additional 60 days). In the event of unforeseen circumstances leading to an extension beyond the outlined .....month completion period, the contractor is obligated to submit a revised Guarantee with the necessary validity (covering the project completion period plus 60 days).

7. **Defects liability period** shall be as per warranty Period or 365 days from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Client 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 Client.



8. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

9. Commencement date of work shall be counted from the 15 days of issue of Letter of Award.

10. **Completion:** The Period of Completion for the whole of the works is **180 days** calculated from the date of commencement of works. No escalation on rates due to delay in works shall be admissible.

11. **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 of delay limited to 10% of accepted Tender Cost. This shall be calculated on per day basis for each day of delay.

12. In terms of para 3.8 of the Tender document, "Payments will be released through Running Account Bills, directly tied to the progress of the work according to the specified schedule." The payment schedule, as outlined in the document, involves dividing the entire work into **10 parts**, with payments being disbursed upon the successful completion of each segment as per the following schedule:

No	Particulars	Percentage of total tender value	Remarks
1	Commencement of Project (5% Mobilization Advance against BG on request from the contractor)	5%	Recovery of Mobilization Advance is to commence on reaching 10% completion and is to be completed by the time 80% progress is achieved.  Further, 50% of retention money is to be paid after completion of all contractual liabilities and balance 50% Retention Money is to be paid after completion of
2	After consumption of First installment of Mobilization Advance (5% Mobilization Advance against BG on request from the contractor)	5%	
3	On 10% work completion	8.58%	
4	On 20% work completion	8.58%	
5	On 30% work completion	8.58%	
6	On 40% work completion	8.58%	
7	On 40% work completion	8.58%	
8	On 60% work completion	8.58%	
9	On 70% work completion	8.52%	

10	On 80% work completion	10%	Defect Liability Period.
11	On 90% work completion	10%	
12	On 100% work completion	10%	

**\*\* The contractor shall submit a Bank Guarantee of ..... of the tender value before the advance payment of the same amount is made by the Client to the contractor.**

13. 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.

**14. 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 General Financial Rules-2017, Government of India.

**15. Arbitration:** In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the bidder will address the dispute / difference on a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at **New Delhi** (India) only. The resolution of the Arbitrator shall be final and binding on both the parties.

**16. Force Majeure:** 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

**17. Extension of Time (EoT) -** Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period to the time during which such Party was unable to perform such action as result of any reason not attributed to the said party. Request for rescheduling of milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing to the Embassy of India, Kuwait within

14 days of the happening of the event causing delay along with the reasons causing unavoidable delay. Such request shall, however, be made not later than three months prior to the stipulated date of completion in respect of all hindrances encountered till then. For subsequent hindrances the request for extension of time shall be submitted not later than 30 days prior to the stipulated date of completion or previously extended date of completion. While requesting for extension of time at any stage, the Contractor may also, if practicable, indicate the period for which extension is desired. The contractor shall nevertheless use constantly his best endeavours to prevent or make good the delay.

**18.** After completion, 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.

19. IN WITNESS whereof the parties hereto have caused this Agreement to be executed under the laws of Kuwait on the day, month, and year first written above.

For the Client :

For the Contractor:

Signature

Name

In the presence of

Name

Address