


1/114

<p align="center"><b>Consulate General of India Hong Kong</b></p>		<p align="right">16-A, United Centre, 95 Queensway, Hong Kong Tel: 3970 9900 Fax: 2866 4124 E-mail: <a href="mailto:hoc.hongkong@mea.gov.in">hoc.hongkong@mea.gov.in</a> <a href="mailto:property.hongkong@mea.gov.in">property.hongkong@mea.gov.in</a></p>
---	---	---

**TENDER NOTICE**

**Name of Works: Garden Area Work—Plumbing and building of Clay Oven Countertop at 22, Black Link, Link Estate, Hong Kong**

Hon/Prop/872/3/18

12 October 2020

The Consulate General of India, Hong Kong, invites sealed bids from eligible entities/ companies based and registered under relevant HKSAR laws in Hong Kong for Garden Area Work (Plumbing and building of Clay Oven Counter top) at 22, Black's Link, Link Estate, Hong Kong. The broad details of works required is in Scope of Work (Section IV).

2. Last date for submission of bids: 2 November 2020 (1700 hrs)

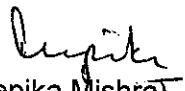
**Tender Documents**

**Tender Contents**

- Document I : Invitation to Tender**
- Document I – S-I : Instruction to Bidders (Section-I)**
- Document I – S-II\* : Introduction and Credentials of Bidder (Section-II)\***
- Document I – S-III : Terms and Conditions of contract (Section-III)**
- Document I – S-IV : Scope of Work (Section-IV)**
- Document I - S-V : Standard formats for Earnest Money Deposit / Bid Security / Guarantee, etc.**
- Document I - S-VI# : Earnest Money Declaration#**
- Document I - S-VII : Schedule of Items**
- Document I - S-VIII : Form of Tender-- Financial Bid Letter**

\*Section-II - Documents about the bidders, experience, name of other offices/residences where he is working/ has worked experience, etc. and any other information about bidder – These documents can be supplied and attached by bidders.

# If the bidder submit Earnest Money (EMD) in form Demand Draft/Bankers cheque or Bank Guarantee (Proforma attached) from any commercial bank in Hong Kong in favour of "Consulate General of India, Hong Kong", no need of Section V and Section VI.

  
 (Deepika Mishra)  
 Consul (Head of Chancery)

**Instruction to Bidders (Section-I)**

**Subject: Garden Area Work—Plumbing and building of Clay Oven Countertop at 22, Black Link, Link Estate, Hong Kong**

The Consulate General of India, Hong Kong invites sealed tenders for Garden Area Work—Plumbing and building of Clay Oven at 22, Black Link, Link Estate, Hong Kong. The broad details of works required is in Scope of Work (Section IV).

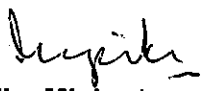
2. The tenders are invited under two bid system viz. technical Bid and Financial Bid from reputed and experienced companies in interior decoration/renovation.
  3. The tender document can be downloaded from the following websites:
    1. [www.cgihk.gov.in](http://www.cgihk.gov.in)
    2. <https://eprocure.gov.in/epublish/app> -> Tenders by Location -> Hong Kong
  4. Bidders are requested to go through the terms & conditions of contract contained in the bid document (Section III). Bidder are required to deposit Earnest Money Deposit (EMD) HK\$ 5,000/- (HK\$ Five thousand only) in the form of Demand Draft/Bankers cheque or Bank Guarantee (Proforma attached) from any commercial bank in Hong Kong in favour of "Consulate General of India, Hong Kong" OR Earnest Money Declaration at Section VI in lieu thereof.
  5. The Tenders should be submitted in two sealed envelopes as below, along with prescribed EMD or Earnest Money Declaration:
    - (a) The first sealed cover superscripted as "Technical Bid" should contain details of technical capabilities of the firm (with documentary evidence i.e. company registration paper, light fitting experience with other Consulate/ other reputed organization in Hong Kong (as per Section –II).
    - (b) The second envelope superscripted "Financial Bid" should contain Schedule of Items (Section VII) and rates only Garden Area Work—Plumbing and building of Clay Oven Countertop as per Section VIII.
- Both the sealed covers, along with EMD or Earnest Money Declaration should be placed in the main sealed envelope superscripted "**Garden Area Work—Plumbing and building of Clay Oven Countertop at 22, Black Link, Link Estate, Hong Kong,**" addressed to the Consul (Head of Chancery), Consulate General of India, Hong Kong at 16-A, United Centre, 95, Queensway, Admiralty, Hong Kong, and must reach on or before **2 November, 2020 (1500 hrs.)**. Bids may be hand delivered or sent by post at the aforementioned address so as to reach on or before the prescribed date and time. Consulate will not be responsible or any postal delay.
6. The Consulate reserves the right to amend any of the terms and conditions contained in the Tender document or reject any or all applications/offers without giving any notice or assigning any reason thereof. The decision of Consulate in this regard will be final and binding upon the bidders.

7. The Important schedules and dates are given below:

SN.	Key Event	Dates
1.	Date of publishing on CPP Portal	12 October 2020
2.	Date of receiving the bids(Start)	13 October 2020
3.	Date of clarification (start)	13 October 2020
4.	Date of clarification (end)	30 October 2020 (1500 hrs)
5.	Bid Submission Closing Date	2 November 2020 (1700 hrs)
6.	Technical Bid opening Date	3 November 2020 (1100 hrs)
7.	Financial Bid opening Date	4 November 2020 (1100 hrs)

8. For Any tender related enquiry/clarification/site visit, please contact Mr. Hari Parkash, VC(Adm. & Prot.) by email [protocol.hongkong@mea.gov.in](mailto:protocol.hongkong@mea.gov.in) or by phone + 852 39709933/ 60307890.

9. All bidders are requested to read and understand the terms & conditions of the contract before submitting their bids. No change or violation of aforementioned terms and conditions is permissible once the quotation is accepted by the Consulate.

  
(Deepika Mishra)  
Consul (Head of Chancery)

**Section-II**

**Introduction and Credentials of Bidder/ Technical Information  
(Proforma to be submitted with Technical Bid by the bidder)**

- 1. Name of firm : .....
- 2. Address of the Registered Office : .....
- 3. Correspondence address : .....
- 4. Contact details : .....
- Telephone No. : .....
- Fax : .....
- E-mail : .....

SN.	Requirements	Response
1.	a) Brief introduction of the company.	
	b) Previous experience in the field (minimum of three years).	
	c) Total number of regular employees with the firm	
	d) Annual Turnover of the firm for the last two years	
	e) Whether the firm has suffered loss in any of previous 5 years	
	f) Registration Certificate & license for the services	
2.	Details work plan and methodology for undertaking the job	
3.	List: Other Consulate or reputed organization where you are providing services of similar nature	

Kindly submit supporting documents

Sign of authorized representative of Company:.....

Name of the authorized representative: .....

Seal of the Company.....

### Section-III

#### Terms and Conditions of Contract

##### Terms and conditions of contract:-

1. At any time prior to the deadline for submission of bids, CGI Hong Kong may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the tender document.
2. CGI Hong Kong shall award the contract to the eligible bidder whose technical tender has been accepted and determined as the lowest evaluated commercial tender. The lowest price criteria shall be applied on the total.
3. Interpretation of the clauses in the Tender Document/contract Document. In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender documents, CGI Hong Kong 's interpretation of the clauses shall be final and binding on all parties.
4. The successful bidder, on award of contract, must send the contract/acceptance in writing within 7 days of award of contract; otherwise the Contract will be awarded to the next successful bidder i.e. L-2.
5. No request for revision/increase of approved rates during the currency of tenure will be entertained. No other charges like transportation fare etc will be payable for providing the services.
7. The Contractor shall be responsible for minimum wages payment to his employees as per local laws. Besides, workmen compensation policy shall be taken for all workers by the Contractor at his cost. The Consulate General of India shall be kept immune from any mishappening at site.
8. **Validity of Bid** - The Bid shall remain valid for a period of 180 days from the date of the opening of the bid or up to any mutually extended period.
9. Period of completion for the work is 30 Working Days.
10. **Defects liability period:** Defects liability period shall be as per Warranty Period of the equipment and 06 months for the civil work executed from date of practical completion of work. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost.
11. **Performance Security:** 5% of the contract value in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work will submitted by the successful bidder.
12. Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

13. **Mobilisation Advance:** 10% of contract amount and up to maximum of 30% against equivalent Bank Guarantee may be taken by successful bidder.
14. **Retention Money :** 5% of contract amount for 12 months i.e., till the Defect Liability Period is over will be treated as Retention Money and released after 12 months.
15. **Arbitration:** Disputes shall be settled in accordance with HKSAR laws. The venue of Arbitration shall be Hong Kong.
16. 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% of contract amount per day limited to maximum 10% of contract amount. This shall be computed on per day basis.
17. 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.
18. The Period of Completion for the whole of the works is **30 days** calculated from the Fifteen days from the date of issue of Acceptance Letter to Letter of Intent or handing over the Site, whichever is later. Such 30 days period being defined as the mobilization period.
19. **Payment:-** Payment may be released through Running Account Bills duly certified by Consulate General of India and strictly linked with pre-determined stages of progress of work. Alternatively, the payment may be made as (a). Advance of 10-30% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Consulate General of India; (b) On completion balance amount will be paid keeping apart retention money and (c). 5% of accepted tender cost after handing over to the Consulate General of India for beneficial use to be released after 12 months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to Consulate General of India who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.
20. No escalation on rates due to delay in works shall be admissible.
21. The Employer will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
22. **Specification:** The item of work / material used in the work shall be complying with the standard of quality like British standard / American standard / Indian Standard or equivalent. The material used /or workmanship should be of equivalent or higher standard than the existing items. Sound engineering practice should be adopted in all items of work execution.
23. On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.
24. The firm would be responsible for its workers in terms of their antecedents and conduct, service performance and behavior as also the payment of salaries, compensation etc
25. **Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with Extent of Work as shown on scope of works. The Tenderer shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender and shall become fully informed as to the extent, quality, type and character of operations involved in the Works. The Tenderer shall visit and acquaint

himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of this 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.

26. **Tender and Schedule of Quantities -**

(i) Schedule of Quantities should be enclosed by Bidders in the Finance Bid. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item. 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. The Contractor 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. It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document. 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.

(ii) Bidders are required to quote Lump-sum fixed prices on "Form of Tender" at Section VIII. Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates. The total amount of schedule of quantity prepared by them should be transferred to **Form of Tender**.

(iii) 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 in HK\$ only. In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

27 **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. 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.

If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted. If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

28. Bidders would be required to furnish the information and submit documents, as per the attached proforma and would quote prices strictly on Lump Sum basis only. Price quoted should be on all-inclusive basis and shall include the cost of all services, personnel, material, transportation etc. Technical information should be given in separate envelope.

29. Quoted price is final fixed lump-sum price inclusive of all taxes. Item / quantity indicated in the scope of work / schedule of quantity are tentative and some variation during execution may take place. The quoted price should include lump-sum charges for Labour / transportation and civil works required / necessary, if any, for complete installation. Nothing extra is payable for such variation.

30. **Earnest Money Deposit** - Demand draft or Banker's cheque or Bank Guarantee in favour of Consulate General of India Hong Kong or Bid Securing Declaration (Section VI)

31. **Disqualification of Tender** - Tender may be disqualified for any reason including, but not limited to the following:

- a) If tenderer sets forth any conditions which are unacceptable to the Employer.
- b) 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.
- c) If there is evidence of collusion between Bidders.
- d) If Tender sets forth any offer to conditionally discount, reduce or modify its tender.
- e) If Bid price is disclosed before opening of Financial Bid.

32. **Employer's right to waive** - The Employer reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Employer except that no proposal will be accepted if the Earnest Money Deposit (EMD) or Bid Securing Declaration in lieu of EMD or/any of the preceding statutory documents was not submitted with the tender.

[Company accepts the terms and conditions]

Sign of authorized representative of Company:.....

Name of the authorized representative: .....

Seal of the Company.....



**Section-IV**

**Scope of work**

**Garden Area Work – Plumbing and Clay Oven Countertop**

**Introduction:-** Scope of work given below is tentative. The bidder may inspect the site and understand the full scope of work.

**Scope of Work-**

SN	Particulars	Material required	Cost in Hong Kong Dollars	Remarks
1	Plumbing repairs to stop seepage of water through railing area on 1 <sup>st</sup> floor of Bharat Bhawan and re-sealing of balcony railing above the representational area outside the dining room extending into the garden.			
2	Building of clay oven ("Tandoor") platform in L shape with countertop workstation and storage space underneath by having covered front with doors to create external storage space for garden chairs and misc. equipment's in the area near the staircase in the garden.			

Sign of authorized representative of Company:.....

Name of the authorized representative: .....

Seal of the Company.....

18/14

**Section-V**

**Bank Guarantee Proforma for Earnest Money Deposit/Tender Security**

Bank Guarantee No.....

Brief description of contract:- **Garden Area Work ( Plumbing and building of Clay Oven Counter top) at 22, Black Link, Link Estate, Hong Kong**

Name and Address of Beneficiary:- Consulate General of India, Hong Kong.

Date:.....

Whereas M/s (Name of Contractor with address)\_\_\_\_\_ have submitted their tender for Name of work : **Garden Area Work ( Plumbing and building of Clay Oven Counter top) at 22, Black Link, Link Estate, Hong Kong** for Consulate General of India in Hong Kong and one of the tender conditions is for the M/s (Name of Contractor with address)\_\_\_\_\_ to submit a Bank Guarantee for Earnest Money Deposit amounting to **5,000/- (HK\$ five thousand Only)**. 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 HK\$ 5,000/- ( HK\$ five thousand only).

This guarantee is valid for a period of **180 Days** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **HK\$ 5000/-(HK\$ five thousand Only)**

Notwithstanding anything to the contrary contained herein above, this guarantee is valid from (**date of issue**) \_\_\_\_\_ up to the (date after **180** days from **date of issue**) \_\_\_\_\_ and claims under this guarantee should be submitted not later than (date after **180 Days** from **date of issue**)\_\_\_\_\_.

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.

This guarantee shall be governed and construed in accordance with the laws of Hong Kong and is governed by the United Rule for Demand Guarantee (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Hong Kong Courts.

Sign of authorized representative of Company:.....

Name of the authorized representative: .....

Seal of the Company.....

10/14  
11

**Section-VI (a)**

**Bid Security/Earnest Money Deposit/Bank Guarantee**

To safeguard against a bidder's withdrawing or altering its bid during the bid validity period, Bid Security (also known as Earnest Money) is to be deposited by the bidder. The bidders should furnish bid security along with their bids. The bid security may be in the form of Account Payee Demand Draft, Banker's Cheque or Bank Guarantee (Proforma attached) from any of the commercial Bank, the Bid Security is to remain valid for a period of 180 days beyond the final bid validity period.

2. In place of Bid Security, the Bidders has option to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for 5 years from being eligible to submit Bids for contracts with the Consulate General of India.

Sign of authorized representative of Company:.....

Name of the authorized representative: .....

Seal of the Company.....

2/14

**Section-VI (b)**

**Earnest Money / Bids Securing Declaration**

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for 05 years from being eligible to submit any bid for contracts with Consulate General of India, Hong Kong.

Sign of authorized representative of Company:.....

Name of the authorized representative: .....

Seal of the Company.....

13/14

**Section-VII**

**Schedule of Quantity**  
**(To be submitted by the bidder)**

S.N	Items	Quantity	Cost

Sign of authorized representative of Company:.....

Name of the authorized representative: .....

Seal of the Company.....

14/14

**Section-VIII**

**Form of Tender (Financial Bid Letter)**

(To be submitted by the Bidder in following format)

TO: **Consulate General of India**

**We declare :**

That we are equipped with necessary expertise and facilities required for carrying out for above named work. We have examined tender conditions 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 HKD .....

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 \_\_\_\_\_ in the capacity of -----

Duly authorized to sign tenders for and on behalf of

Address: \_\_\_\_\_

Date: \_\_\_\_\_