



No. Hon/Prop/885/02/2017

17 May, 2024

Tender Notice

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 '**Floor replacement (with vinyl flooring) work in three bedrooms**' at Government of India owned property at '22 Black's Link, Link Estate, Hong Kong'.

The important schedules and dates are given below:

S. No.	Key Event	Dates
1.	Date of e-publishing on CPP Portal	17 May 2024
2.	Date of receiving the bids (start)	17 May 2024
3.	Date of clarification (start)	17 May 2024
4.	Date of clarification (end)	06 June 2024 (1700 hrs)
5.	Bid Submission Closing Date	06 June 2024 (1700 hrs)
6.	Technical Bid Opening Date (Date and time for opening of financial bids of technically qualified bidders will be communicated separately)	07 June 2024 (1500 hrs)

Earnest Money Deposit: HK \$ 2,000

The bid forms and other details can be obtained from the website <https://eprocure.gov.in/epublish/app>-> Tenders by Location -> Hong Kong

Detailed notice inviting Tender is also available on www.cgihk.gov.in or the bid forms can be obtained from the Consulate without any fee/charges.

(Himanshu Gupta)
Consul (Head of Chancery)

Consulate General of India Hong Kong	 सत्यमेव जयते	16-A, United Centre, 95 Queensway, Hong Kong Tel: 3970 9922 Fax: 2866 4124 E-mail: hoc.hongkong@mea.gov.in property.hongkong@mea.gov.in
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TENDER NOTICE

Name of Works: Floor replacement (with vinyl flooring) work

No. Hon/Prop/885/02/2017

17 May, 2024

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 '**Floor replacement (with vinyl flooring) work in three bedrooms**' at Government of India owned property at '22 Black's Link, Link Estate Hong Kong'.

2. Last date for submission of bids: **06 June 2024 (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 bidder, experience, name of other offices/residences where he is working/has worked and experience, etc. and any other information about bidder – these documents can be supplied and attached by bidders.



(Himanshu Gupta)
Consul (Head of Chancery)

No. Hon/Prop/885/02/2017
Consulate General of India
Hong Kong

Section-I

Instructions to Bidders

Subject: Floor replacement (with vinyl flooring) work

The Consulate General of India, Hong Kong, invites sealed tenders for '**Floor replacement (with vinyl flooring) work in three bedrooms**' at Government of India owned property at '22 Black's Link, Link Estate Hong Kong'. The broad details of works required to be undertaken is mentioned in Scope of Work (Section IV).

2. The tenders are invited under two bids system viz. Technical Bid and Financial Bid from reputed and experienced companies.
3. The tender documents can be downloaded from the following websites:
 - a. www.cgihk.gov.in
 - b. <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). Bidders are required to deposit **Earnest Money Deposit (EMD)** of HK\$ 2,000/- (HK dollars Two 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/Bid Securing Declaration at Section VI in lieu thereof.
5. The Tender should be submitted in two sealed envelopes as indicated below along with prescribed EMD or Earnest Money/Bid Securing Declaration:
 - (a) **Technical Bid**: 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, experience with other Consulates/other reputed organizations in Hong Kong (as per Section – II).
 - (b) **Financial Bid**: The second envelope superscripted "Financial Bid" should contain Schedule of Items (Section VII) and rates only for '**Floor replacement (with vinyl flooring) work in three bedrooms**' (as per Section VIII).
 - (c) Both the sealed covers, along with EMD or Earnest Money Declaration, should be placed in the main sealed envelope superscripted '**Floor replacement (with vinyl flooring) work in three bedrooms**' at '22 Black's 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 06 June,**

2024 (1700 hrs). Bids may be hand delivered or sent by post to the aforementioned address so as to reach on or before the prescribed date and time. The Consulate General of India will not be responsible for any postal delay.

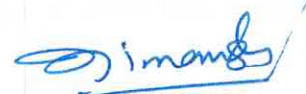
6. The Consulate reserves the right to amend any of the terms and conditions contained in the Tender document or reject any or all applications/offers without giving any notice or assigning any reason thereof. The decision of the Consulate in this regard will be final and binding upon the bidders.

7. The Important schedules and dates are given below:

S. No.	Key Event	Dates
1.	Date of e-publishing on CPP Portal	17 May 2024
2.	Date of receiving the bids(Start)	17 May 2024
3.	Date of clarification (start)	17 May 2024
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8. For any tender related enquiry/clarification/site visit, please contact Mr. Pramod Kr. Sah, ASO (Property) by email property.hongkong@mea.gov.in or by phone + 852 3970 9927.

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.



(Himanshu Gupta)
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 :

S.No.	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 year (FY 2023-24)	
	e) Whether the firm has suffered loss in any of previous 5 years	
	f) Registration Certificate & license for the services	
2.	Details of work plan and methodology for undertaking the job	
3.	List: Other Consulate or reputed organizations/individuals where you are/have been providing services of similar nature	

Kindly submit supporting documents.

Signature of authorized representative of Company:.....

Name of the authorized representative:

Seal of the Company.....

Section-III

Terms and Conditions of Contract

1. At any time prior to the deadline for submission of bids, Consulate General of India, 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. Consulate General of India, 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, Consulate General of India, 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 may 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.
6. 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.
7. **Validity of Bid** - The Bid shall remain valid for a period of 60 days from the date of the opening of the bid or up to any mutually extended period.
8. Period of completion of the work is 45 working days.
9. **Defects liability period:** Defects liability period shall be as per Warranty Period of the equipment and 6 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.
10. **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.
11. 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.

12. **Mobilization Advance** :10% of contract amount against equivalent Bank Guarantee may be taken by the successful bidder.
13. **Retention Money** : 5% of contract amount for **01 (one) year** i.e. till the Defect Liability Period is over will be treated as Retention Money and released after 01 (one) year.
14. Arbitration: Disputes shall be settled in accordance with HKSAR laws. The venue of arbitration shall be Hong Kong.
15. Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that the 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.
16. The bidder shall guarantee, among other things, the following:- A. Quality, strength and performance of the material used; B. Follow up service, if required.; C. Good workmanship.
17. The period of completion for the whole of the works is **45 days** calculated from the Fifteen days from the date of issue of Acceptance Letter or Letter of Intent or handing over the site, whichever is later. Such 45 days period being defined as the mobilization period.
18. 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% of accepted tender cost on placement of Work Order; (b) On completion of the work, 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 **01 (one)** 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.
19. No escalation on rates due to delay in works shall be admissible.
20. The Employer will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
21. Specification: The items of work / material used in the work should comply with the standard of quality like British standard / American standard / Indian Standard or equivalent. The materials used and workmanship should be of equivalent or higher standard than the existing items. Sound engineering practice should be adopted in all items of work execution.
22. 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.
23. 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.

24. **Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with the extent of work as shown on scope of work. The bidders 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 works. The bidders shall visit and acquaint himself with the site of the works. The bidders 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.

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

26. **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 bidders. 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.

27. 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.

28. 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.

29. **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)

30. **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.

31. **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.

32. **FORCE MAJEURE:**

(i) Any delay or failure in performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purpose of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, floods, explosions, riots, wars, hurricanes, sabotage, accident, governmental acts, the restriction imposed by the Government or other statutory bodies, injunctions, labour strikes other than those of the Service Provider, which is beyond the control of the bidders, which prevented the Parties from discharging their functions under this Agreement.

(ii) The bidder shall advise MEA/Post in writing the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of events as listed in the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, MEA/Post reserves the right to cancel the agreement without any obligation to compensate the bidder in any manner for whatsoever reason.

(iii) In COVID-19 pandemic-like situation the Service Provider would be required to provide minimum specified services as per requirements of the Post and as may be permissible under the applicable State laws. However, the Ministry/Post will not have any liability to compensate the Service Provider.

33. **Termination clause:** Consulate reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract

[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

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

Scope of Work- 'Floor replacement (with vinyl flooring) work in three bedrooms', at 22 Black's Link, Hong Kong

S N	Particulars	Cost in HKD	Remarks
1	Remove old floors and clean all rotten wood/concrete and dispose off		
2	Make a flat base for new floors		
3	Flooring work with Vinyl flooring		
4	After flooring, make new side skirting, repair joint between skirting and walls and repaint after plastering edges		
5	Covering of all furniture with protective sheet		
6	Removing and placing back of all furniture		
7	Proper cleaning of house after the work is done		

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

Name of the authorized representative:

Seal of the Company.....

Section-V

Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract:- **“Floor replacement (with ceramic tiles) work”**

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 **‘Floor replacement (with ceramic tiles) work’** 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 **HK\$ 2,000/- (HK dollars Two thousand Only)**. In fulfillment of the tender conditions, we, (Name of Bank with address)_____ hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons whatsoever, up to the maximum aggregate amount of HK\$ 2,000/- (HK dollars Two 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 herein above, the maximum liability under this guarantee is restricted to **HK\$ 2,000/- (HK dollars Two 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.....

Section-VI (a)

Bid Security/Earnest Money Deposit/Bank Guarantee

To safeguard against a bidder's withdrawing or altering his bid during the bid validity period, Bid Security (also known as Earnest Money) is to be deposited by the bidders. 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, and 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 the 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, Hong Kong.

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

Name of the authorized representative:

Seal of the Company.....

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 five 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.....

Section-VII

Schedule of Quantity

(To be submitted by the bidder)

S.N.	Items/particulars of work to be done	Quantity	Cost

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

Name of the authorized representative:

Seal of the Company.....

Section-VIII

Form of Tender (Financial Bid Letter)

(To be submitted by the Bidder in following format)

To: **Consulate General of India, Hong Kong**

We declare :

That we are equipped with necessary expertise and facilities required for carrying out 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 include 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 stipulated for completion of the work.

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

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

Name of the authorized representative:

Seal of the Company.....