

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR
FOR RECONSTRUCTION OF CHANCERY BUILDING AND STAFF RESIDENCES**

The President of India acting through the High Commissioner of India in Kuala Lumpur requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **Reconstruction of Chancery Building and Staff Residences**. The proposal should be duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of RM 1,509,320/-. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the High Commission of India, Kuala Lumpur at <https://hcikl.gov.in/>

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the High Commission of India in Kuala Lumpur for **Reconstruction of Chancery Building and Staff Residences**.
3. **Location and description of Property:** (Lot 15659, Lot 15660 and Lot 15661, Jalan Taman Duta Off, Jalan Tuanku Abdul Halim, 50480, Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur).
4. **Scope of Work:**
 - i) Demolishment of existing building / structure
 - ii) Site preparation and site clearance
 - iii) Sub-structure works
 - iv) Super-structure works
 - v) Finishes
 - vi) Mechanical and Electrical Services Works
 - vii) External Works
5. **Period of Completion:** (33 Months from the Date of Commencement)
6. **Tender:** The bidding will take place in two stages:
 - (i) **Stage-I:** Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed.
 - (ii) **Stage-II:** Eligible firms would be issued with tender documents for submission of lump-sum financial bid.
7. **Site visit & Pre-bid meeting:** Physical visit to the site is compulsory to have a general idea about the extent of works required and the amount of involvement by the Contractor. Eligible firms would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.
8. **Submission:** The proposals (bids) for Stage-I should be submitted in two parts:

- (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; and
- (ii) Earnest Money Deposit (EMD) of RM 1,509,320/-, which should be as per the format given in this tender. **The last date of submission of sealed bids is 1 August 2022 (before 12:00 noon)** in the office of Mr. Devender Singh, Second Secretary(HOC & Projects), Email: hoc.kl@mea.gov.in, Telephone: +6 03 4026 9898, High Commission of India, Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, 53000 Kuala Lumpur. **Technical bids will be opened on 4 August 2022 at 9:00 am** in the High Commission of India. All pages of the submission document must be signed by authorized signatory.

No.KUA/Prop/872/1/07
High Commission of India
Kuala Lumpur

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Tender Documents

Tender Contents

A. Technical Bid Documents:

- Document I : Invitation to Tender
- Document I – Section-I : Instruction to Bidders
- Document I – Section-II : Introduction and Credentials of Bidder*
- Document I – Section-III : Documents to establish eligibility

B. Other Documents:

- Document II : Standard formats for Earnest Money Deposit (EMD)/Performance Guarantee
(Section-IV & V)

*Document I - Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

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Invitation to Tender

The President of India acting through the High Commissioner of India in Kuala Lumpur invites Lump-sum Fixed Price Tender for **RECONSTRUCTION OF CHANCERY BUILDING AND STAFF RESIDENCES**. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents.

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work, documents to establish eligibility as per Eligibility Criteria
Financial Bid Document:	
Document- II	Standard formats for Earnest Money Deposit (EMD)/Performance Guarantee.

2. The last date of submission of sealed bids is **1 August 2022 (before 12:00 noon)** in the Office of Mr. Devender Singh, Second Secretary(HOC & Projects), Email: hoc.kl@mea.gov.in, Telephone: +6 03 4026 9898, High Commission of India, Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, 53000 Kuala Lumpur. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on **4 August at 09:00 am** in the High Commission of India, Kuala Lumpur. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Kuala Lumpur.

4. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

5. Eligibility Criteria:

5.1 **Permit:** The tenderer should be registered with Construction Industry Development Board (CIDB) in Malaysia and should have valid permit/registration from a competent local authority for carrying out the work in Kuala Lumpur in the Diplomatic property of the High Commission of India, Kuala Lumpur.

5.2 **Similar work:** The Tenderer must have satisfactorily completed (i) one similar work of value of RM 60.37 million or (ii) two similar works of value of RM 45.27 million or (iii) three similar works of value of RM 30.18 million. Similar works means buildings (constructed under single contract) of reinforced cement concrete framed structures including all utility services such as modern office buildings, hotels, shopping malls, Embassies, apartment complex etc. The work in which compensation has been levied for delayed completion shall not be considered for liability.

5.3 **Bank Solvency:** Certificate of Solvency for RM 30.18 million certified by bank. The certificate should not be older than six months.

5.4 Annual Turnover: The bidder should have had average annual financial turn-over of RM 37.73 million (excluding VAT) or more on Construction works during the immediate last three consecutive financial years. This should be duly audited / certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

5.5 Profit-Loss: The applicant should be a profit making company/firm and should not have suffered any financial loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. This fact shall be duly certified by the Chartered Accountant and audited financial statements for these five years will be submitted by the bidder.

Note: If bid is submitted in 2022, immediate preceding Financial Year will be considered as 2021.”

5.6 Joint venture: Joint Venture (JV) firms formed specifically for this tender shall not be permitted. JV, like a single entity, meeting all eligibility criteria shall be permitted. JV partners meeting eligibility criteria on individual basis separately shall not be permitted.

6. Conditions of Contract: The works shall be carried out in accordance with FIDIC Conditions of Contract 1999 first edition, along with specific conditions of contract, as follows:

6.1 Earnest Money Deposit (EMD): Earnest Money Deposit (EMD) –The applicant needs to submit Earnest Money Deposit (EMD) of RM 1,509,320/- This should be in the form of Bank draft or Bank Guarantee.

6.2 Retention Money (Refer Clause 14.3 & 14.9 of FIDIC): - Retention Money will be limited to 5% of the accepted tender amount and 5% of each Running Account Bill will be deducted towards this. Retention money shall be released against equivalent amount of Bank Guarantee submitted by the Contractor. BG should be valid for completion period plus defects liability period. In case of time extension of project, the BG should be revalidated up to extended time plus Defects Liability period.

6.3 Performance Security (Refer Amendment of Conditions of Contract and Clause 4.2 of FIDIC):- This will be equal to 5% of Accepted tender amount. This should be in the form of an unconditional and irrevocable Bank Guarantee (as per template given in Section-V) and should be valid upto 60 days beyond the stipulated date of completion. In case of time extension, the validity of Performance security BG should be extended up to 60 days beyond the extended date of completion. Performance Security shall be submitted by the successful bidder within 21 days after notification of award.

6.4 VAT clause: The Lump sum quote from bidder shall be exclusive of VAT.

6.5 Liquidated Damage (Please refer to Amendments to Conditions of Contract and Clause 14.8 of FIDIC): It shall be 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.

6.6 Payment against material: Payment against 80% of the landed price of non-perishable material brought at site but yet to be used in works shall be allowed as secured advance and this shall be adjusted in Running Account Bill of work done involving material (full or part) as consumed in works.

6.7 Arbitration / litigation (Refer Amendments to Conditions of Contract and Clause 21 of FIDIC): This should be as per Amendments of Conditions of Contract and FIDIC Condition. Jurisdiction would be of the Asia Institute of Arbitration Centre and local courts.

- 6.8 Delay in payment of Running Bill (Refer Clause 14.8 of FIDIC):-** Employer would make payment of Running Bill (Payment of work done of all undisputed items) within the stipulated time but in case of delay no interest shall be paid by employer. Mission has been authorized to make payment of Running Bills of Contractor to avoid delay.
- 6.9 Escalation (Refer Clause 13.7 of FIDIC):** No escalation on accepted tender cost should be permitted for any reason.
- 6.10 Defects Liability Period:** Defects Liability period will be twelve (12) months from the date of completion of project.
- 7. Completion:** The Period of Completion for the whole of the works is 33 months calculated from the date of commencement of works.
- 8. Rejection:** High Commission of India, Kuala Lumpur 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.
- 9. The tender documents for Stage-II will comprise:**
- (i) Architectural drawings and specification
 - (ii) Structural drawings and specifications
 - (iii) Building Service drawings and specifications electrical and data
 - (iv) Fire Protection specification and report
 - (v) Civil Drawings and specification
 - (vi) Security Drawings and specification
 - (vii) Schedule of Quantities
 - (viii) Building consent

Address:

Email:

Fax:

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Section-I

INSTRUCTION TO BIDDERS

1. The Bidding Documents comprise of:

- Section-I : Instruction to bidders
Section-II : Introduction and Credentials of Bidder
(To be prepared and submitted by the Bidder)
Section -III : Documents to establish eligibility
(To be prepared and submitted by the Bidder)
Section – IV & V : Standard formats for Earnest Money Deposit
(EMD)/ Performance Guarantee

2. **Tender:** The bidding will take place in two stages:

- (i) **Stage-I:** Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed.
(ii) **Stage-II:** Eligible firms would be issued with tender documents for submission of lump-sum financial bid.

3. **Site visit & Pre-bid meeting:** Physical visit to the site is compulsory to have a general idea about the extent of works required and the amount of involvement by the Contractor. Eligible firms would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.

4. **Cost of Tendering:** The High Commission of India, Kuala Lumpur will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

5. **Earnest Money Deposit:** The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee or Online payment to High Commission's bank account No 1131676001 India International Bank Malaysia Bhd, Ground Floor, Bangunan Yee Seng, 15, Jalan Raja Chulan, Bukit Bintang, 50200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur amounting to RM 1,509,320/-.

6. **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.

7. Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with Reconstruction of Chancery Project and Staff Residences for High Commission of India, Kuala Lumpur, which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII or Section-VIII. This envelope is to be super-scribed as "**EMD**".

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

7.1 The last date of submission of sealed bids is **1 August 2022 (before 12:00 noon)** in the office of Mr. Devender Singh, Second Secretary(HOC & Projects), Email: hoc.kl@mea.gov.in, Telephone: +6 03 4026 9898, High Commission of India, Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, 53000 Kuala Lumpur.

7.2 The date and time for submission may be deferred by an official notification in writing issued by the High Commission of India, Kuala Lumpur to all Bidders. Tenders received after this date will not be considered.

7.3 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

8. Selection process:

8.1 The bids (Envelope A and Envelope B) will be opened on 4 August 2022 at 09:00 am in the High Commission of India, Kuala Lumpur. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Kuala Lumpur.

8.2 First of all, Envelope A containing EMD will be opened. Technical bids (Envelope B) of only those bidders shall be opened who have submitted valid EMD of the requisite amount.

8.3 The technical eligibility credentials of all the bidders who have submitted EMD of the requisite amount shall be evaluated. Failure to submit requisite documents will render the applicant ineligible.

8.4 A list of technically qualified bidders shall be prepared. Eligible firms would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.

9. Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the High Commission of India, Kuala Lumpur. The High Commission of India, Kuala Lumpur may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

10. Amendments to Tender Document - At any time prior to the date of opening of the tender, the High Commission of India, Kuala Lumpur may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the High Commission of India, Kuala Lumpur.

11. Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Mr. Devender Singh, Second Secretary(HOC & Projects), Email: hoc.kl@mea.gov.in, Telephone: +6-03-40269898, High Commission of India, Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, 53000 Kuala Lumpur.

- 12.** All information requested by and supplied to one bidder will be supplied to all bidders.
- 13.** Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the High Commission of India, Kuala Lumpur as to the meaning of anything connected with the Tender Document.
- 14. Disqualification of Tender** - Tenderer may be disqualified for any reason including but not limited to the following:
- (i)** If tenderer sets forth any conditions which are unacceptable to the High Commission of India, Kuala Lumpur.
 - (ii)** 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.
 - (iii)** If there is evidence of collusion between Bidders.
 - (iv)** If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
 - (v)** If Bid price is disclosed or become known before opening of Financial Bid.
- 15.** High Commission of India, Kuala Lumpur's right to waive – The High Commission of India, Kuala Lumpur reserves the right to waive any deficiency in any tender where such waiver is in the interest of the High Commission of India, Kuala Lumpur except that no proposal will be accepted if the Earnest Money Deposit (EMD or/any of the preceding statutory documents was not submitted with the tender.

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Section-II

Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & 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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Section-III

Documents to establish eligibility

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. The documents shall be capable of establishing the eligibility of the bidder for the tender. For similar work, the bidder is required to submit work order, value and completion certificate of the work. Details of ongoing work would not be considered for establishing eligibility of the bidder.

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Section-IV

Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract: Reconstruction of Chancery Building & Staff Residences

Name and Address of Beneficiary: High Commission of India, Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, 53000 Kuala Lumpur.

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for Reconstruction of Chancery Building & Staff Residences at Kuala Lumpur for the High Commission of India, and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Earnest Money Deposit amounting to RM 1,509,320/-. 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 RM 1,509,320/-.

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

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to RM 1,509,320/-.

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

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

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

Date:
Name:

Place:
Signature:

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Section-V

Bank Guarantee Proforma for Performance Security

(To be submitted at Stage-II at the time of financial bidding by shortlisted bidders)

Bank Guarantee No.....

Brief description of contract: **Reconstruction of Chancery Building & Staff residences of the High Commission of India, Kuala Lumpur**

Name and Address of Beneficiary: **High Commission of India, Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, 53000 Kuala Lumpur**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for Reconstruction of Chancery Building & Staff residences of the High Commission of India, Kuala Lumpur and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Performance Security amounting to **5% of the tendered cost of RM**. 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 calculated as **5% of the tendered cost of RM**.

2. This guarantee is valid for a period of Days and upto (**date should be two months after the date of completion of work**) and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **5% of the tendered cost of RM**.

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

Date:
Name:

Place:
Signature: