



सत्यमेव जयते

Tender for
Repair and Renovation of Outbuilding 2
at India House, The Consulate General of India, Durban

TENDER NO. DUR/EST/872/08/2024
Dated: 29.10.2024

Last date for submission of bid:
21.11.2024

408, Innes Road, Morningside,
Durban - 4001,
South Africa.
Phone: 0027-31-335 0300
Email Id: hoc.durban@mea.gov.in

No. DUR/EST/872/08/2024
Consulate General of India, Durban

NOTICE INVITING TENDER

Subject: Tender for repair and renovation of Outbuilding 2 at India House, Consulate General of India, Durban.

The Consulate General of India, Durban invites Tender under two bid system from registered and authorized firms/ agencies for repair and renovation of Outbuilding 2 at India House, Consulate General of India, Durban, located at 408 Innes Road, Morningside, Durban-4001, as per details given in the tender documents.

2. The interested firms/ agencies should submit the bids in three separate sealed covers, superscribed as "Technical Bid", "EMD/ BSD" and "Financial Bid". The sealed covers should be put in a separate single envelope superscribed as "Tender No. DUR/EST/872/08/2024 for Repair and Renovation of Outbuilding 2 at India House, CGI Durban" and addressed to "1, Kingsmead Boulevard (2nd Floor), Kingsmead Office Park, Durban-4001". Kindly note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (i.e. 21.11.2024) under any circumstances.

3. The Earnest Money Deposit (EMD) of ZAR 47,000/- in the form of Account Payee Demand Draft/ Pay Order drawn in favour of "Consulate General of India, Durban" is required to be submitted along with tender bids. Alternatively, bidders can provide a Bids Securing Declaration, as per the format mentioned in Annexure-5.

4. The Technical Bids will be opened on 22.11.2024 by a Committee authorized by the Competent Authority in CGI, Durban. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on 30.10.2024 on prior appointment basis to assess the job requirement/ quantum of work involved. For any queries, please write to hoc.durban@mea.gov.in.

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

6. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Consulate shall be final and binding.

DATES TO REMEMBER

<u>Events</u>	<u>Date</u>
Notice Inviting Tender	29.10.2024
Starting date of Tender submission	30.10.2024
Site visit	30.10.2024
Pre-bid meeting	30.10.2024
Last date of Tender Submission	21.11.2024
Opening of Technical Bids	22.11.2024
Opening of Financial Bids	25.11.2024

1. GENERAL INSTRUCTIONS

1.1 For the Bidding/ Tender Document Purposes, the Consulate General of India, Durban shall be referred to as 'Client' and the Bidder/ Successful Bidder shall be referred to 'Contractor' and/ or 'Bidder' or interchangeably.

1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in>, <https://www.cgidurban.gov.in> from 30.10.2024 onwards. The last date of submission of bids is 21.11.2024.

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 The bidder shall submit the copy of the authorization letter/ Power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by EMD of requisite amount/ format, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.6 The Parties to the Contract/ Agreement shall be the successful bidder (to whom the work has been awarded) and the Client.

1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally or by courier or by email to the Client. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

1.8 The bidders are required to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

2. LOCATION AND DESCRIPTION OF PROPERTY

India House
Consulate General of India, Durban
408 Innes Road
Morningside
Durban, KZN, South Africa
4001

3. SCOPE OF WORK

The Scope of Work of the repair and renovation of Outbuilding 2 at India House, Consulate General of India, Durban comprises three main components. These are detailed below; in addition, an image of Outbuilding 2 is enclosed at Annexure 7, for better visualization.

A. Component I: Replacement of roof (approx. 225 sq. m.) in Outbuilding 2

- i. Stripping of Broseley roof tiles and set aside.
- ii. Supply and fit new truss.
- iii. Replacement of existing battens, ceilings (approx. 126 sq. m.) and other fitments including downpipes and gutters.
- iv. Roof to be fitted with Marseille tiles.
- v. Anti-borer treatment to roof.
- vi. Painting of all exposed wooden structures.
- vii. Vendor to supply and install temporary scaffolding and safety lines as required

B. Component II: Repair and replacement of doors and windows in Outbuilding 2

- i. Replacement of 02 wooden windows with aluminium windows.
- ii. Minor repair of remaining 34 windows.
- iii. Replacement of 03 exterior doors with heavy-duty aluminium doors.

C. Component III: Painting of interior and exterior and plastering of interior of Outbuilding 2

- i. Plastering and painting of interior walls (of 02 bedrooms, 01 bathroom, 01 kitchen, passageway and stairwell).
- ii. Repairing of cracks and painting of exterior walls.
- iii. Painting of doors and windows.

Note: The bidder is advised to inspect the site and understand the full scope of work including all the specifications and civil work requirements related to the repair and renovation work at Outbuilding 2 at India House, Consulate General of India, Durban.

4. PERIOD OF COMPLETION: The repair and renovation work at Outbuilding 2 at India House, Consulate General of India, Durban should be completed within a time-frame of 03 months.

5. SITE VISIT: Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site (408 Innes Road, Morningside, Durban-4001) after prior appointment with Head of Chancery, Consulate General of India, Durban, Telephone No.: 0027-31-335 0300; email- hqc.durban@mea.gov.in

6. **MINIMUM ELIGIBILITY CRITERIA:** The bidding will be held in two rounds. The first round will be technical bidding round and second round will be financial bidding round. The bidders who qualify the technical bidding round will be allowed to participate in the financial bidding round. The eligibility criteria for technical and financial bidding round is detailed below.

6.1 Technical Eligibility Criteria

The Bidders should mandatorily fulfill all the following technical criteria to become eligible for next stage of financial bidding:

- a. **Permit:** The bidder should have valid permit/ registration from a competent local authority and expertise for carrying out such heritage renovation work.
- b. **Company Profile:** A detailed company profile, along with relevant documents is to be submitted. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. Bidder may attach any other documents such as company profile, company brochures, achievement of the company etc.
- c. **Bank Solvency:** Certificate of Solvency for ZAR 3,76,000.00/- certified by bank. The certificate should not be older than six months.
- d. **Annual Turnover:** The annual turnover of the bidder should be equal to ZAR 4,70,000.00/- during the immediate last three consecutive financial years.
- e. **Profit-Loss:** The bidder should be a profit-making company. The bidder 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.
- f. **Similar work:** The bidder must have satisfactorily completed similar works during last years ending last day of the month previous to one in which applications are invited should be either of the following (i) One similar work of value of ZAR 7,52,000.00 or (ii) Two similar works each of value of ZAR 5,64,000.00 or (iii) Three similar works each of value of ZAR 3,76,000.00. Similar works means work for repair and renovation of buildings and roofs.
- g. The company should be in operation for more than five (5) years. Undertaking for the same should be attached as mentioned in **Annexure 1**.
- h. All the technical quotations should be submitted in the prescribed format (**Annexure 1**) along with all the relevant documents/ attachments. The bidder will be disqualified if technical quotation is not submitted in the prescribed format.

6.2 Financial Eligibility Criteria

The Bidders who successfully fulfil all the criteria mentioned in the technical bidding round will qualify to bid in the Financial Bidding round. The criteria to successfully bid in financial bidding round are as follows:

- a. Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment and labour, fuel (petrol, diesel, gas etc.), transport, electricity & water, levy of new taxes, hike in any tax rates, cess or due to delay in completion etc. shall not be applicable. The service provider must submit a declaration regarding acceptance of fixed rate as per **Annexure 2**.
- b. All the final quotes mentioned in the quotation should be excluding taxes. Taxes (if applicable) should be mentioned separately.
- c. The validity period of quotation should be minimum of 180 days.

d. The financial quotes submitted should be based on the all parameters mentioned in the scope of work of the tender document. **The bidder must submit undertaking that financial quote is covering all the parameters mentioned in the scope of work.**

e. The successful bidder has to deposit Performance Security which will be a sum equivalent to 5% of the accepted contract value in favour of the Consulate General of India, Durban in form of Bank Guarantee/ Fixed Deposit Receipt (FDR), within two weeks from the date of award of contract.

i) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.

ii) The Performance Security will be forfeited by order of the Competent Authority in the Consulate in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Consulate sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.

iii) On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider without any interest on presentation of an absolute 'No Demand Certificate' from the Service Provider.

f. All the financial quotations should be submitted in the prescribed format (**Annexure 2**). The bidder will be disqualified if financial quotation is not submitted in the prescribed format.

7. EARNEST MONEY DEPOSIT/ BIDS SECURING DECLARATION:

7.1 The Earnest Money Deposit of ZAR 47,000/- in the form of account Payee Demand Draft/ Pay Order issued by any reputed Bank drawn in favour of "Consulate General of India, Durban" has to be submitted along with the bid. The validity of the Demand Draft/ Pay Order must be up to 6 (six) months from the last date for submission of bids.

7.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.

7.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Client or will render the bidder ineligible to submit bids for contracts with the Client.

7.4 No claim shall lie against the Client in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

7.5 The bid security may be forfeited:

i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or

ii) In case of successful bidder, if the bidder:

a) fails to sign the contract in accordance with the terms of the tender document;

b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or

c) fails or refuses to honour his own quoted prices for the services or part thereof.

7.6 Alternatively, the bidder can provide Bids Securing Declaration, as per the format provided in Annexure 5.

8. VALIDITY OF BIDS

8.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.

8.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

8.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

8.4 **PRE-BID MEETING/ SITE VISIT:** Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work on 30.10.2024 after fixing a prior appointment. A pre-bid meeting will take place on 30.10.2024. The site address is 408 Innes Road, Morningside, Durban-4001. The bidders may also submit their queries by email on the aforementioned email ID which will also be discussed in the pre-bid meeting.

9. PREPARATION OF BIDS

9.1 **Language:** Bids and all accompanying documents shall be in English only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.

9.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as "**Envelope A – Technical Bid**". Documents comprising the Bid:

9.2.1 Technical Bid Submission Form duly signed and printed on Company's letterhead.

9.2.2 Contact Details Form, duly filled and signed & stamped.

9.2.3 All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-6 above.

9.3 **Earnest Money Deposit:** Earnest Money Deposit of ZAR 47,000/- in the form of account payee Demand Draft or Pay Order to be submitted separately in a sealed envelope. Alternatively, the bidder can provide Bids Securing Declaration, as per the format provided in Annexure V. The envelope may be superscribed as "**Envelope B – EMD/ BSD**".

9.4 **Financial Bid:** Bidder shall prepare the Financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as "**Envelope C- Financial Bid**".

10. SUBMISSION OF BIDS

10.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to 1, Kingsmead Boulevard (2nd Floor), Kingsmead Office Park, Durban-4001. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents.

10.2 The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A'	Technical bid
ENVELOPE 'B'	EMD/ BSD
ENVELOPE 'C'	Financial Bid

10.3 No Bid shall be accepted after the specified date and time. However, the Competent Authority in CGI, Durban reserves the right to extend the date/ time for submission of bids, before opening of the Technical Bids.

11. BID OPENING PROCEDURE

11.1 The Technical Bids (Envelope A) shall be opened at 1, Kingsmead Boulevard (2nd Floor), Kingsmead Office Park, Durban-4001 on 1100 hrs, 22.11.2024 in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of CGI, Durban. Technical bid will be opened of only those bidders who have submitted EMD/ BSD. After evaluation of Technical Bids, a list of qualified bidders will be prepared by CGI, Durban. The Financial bids (Envelope 'C') will be opened on 1100 hrs, 25.11.2024; shortlisted bidders will be intimated by email.

11.2 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Evaluation Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.

11.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated by email.

11.4 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

11.5 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

11.6 Absence of bidder or their representative shall not impair the legality of the opening procedures.

11.7 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

12. CLARIFICATION ON TECHNICAL BID EVALUATION

12.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

12.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

12.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

13. PERFORMANCE SECURITY (PS)

13.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 5% of the accepted contract value in favour of 'Consulate General of India, Durban' in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the Letter of Award (LoA). Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the service provider (SP). No interest shall be paid on Performance Security.

13.2 The Performance Security will be forfeited by order of the Competent Authority in the Consulate General of India, Durban 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. Upon completion of the contract, portion of the Performance Security, as may be deemed fit by the Client 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 Contractor's bill has been received and examined.

13.3 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 Client shall be free to make other arrangements at the risk, cost and expense of the Contractor.

13.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

14. PAYMENTS

14.1 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Consulate General of India, Durban

14.2 The detailed work schedule and the payment schedule would be furnished by the Contractor to the Consulate General of India, Durban who will approve it before it forms part of the agreement.

14.3 However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Consulate General of India, Durban, the progress payment shall be made by the Consulate General of India, Durban on the basis of evaluation of work done.

14.4 All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

14.5 Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:

(i) **Mobilization Advance** of maximum 10% of accepted tender cost, in not less than two installments, on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Consulate General of India, Durban. The mobilization advance shall be released only after obtaining a bank guarantee bond from scheduled bank for amount of advance to be released and valid for the contract period. It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance. The recovery should be commenced after 10% of the work is completed and the entire amount shall be recovered by the time 80% of the work is completed.

(ii) **Running Account (RA) Bills** for 5% of accepted tender cost in stages as per payment schedule. Each RA bill payment shall be made for at least 5% of physical progress. The detailed work schedule and the payment schedule would be furnished by the Contractor to Consulate General of India, Durban 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.

(iii) **Retention Money:** 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money shall be released on record of practical completion and remaining 50% released at the end of Defect Liability period.

14.6 **Defects liability period** shall be as per Warranty Period of the equipment and 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 Consulate General of India, Durban 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 Consulate General of India, Durban.

14.7 No escalation on rates due to delay in works shall be admissible.

14.8 **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 limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on per week basis.

15. Terms and Conditions of Contract

15.1 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.

15.2 Quoted price shall be exclusive of VAT, VAT amount should be mentioned separately. The quoted price should include lump sum charges for Labour/ transportation and civil works required/ necessary, if any, for complete installation.

15.3 Period of completion for the repair and renovation work at Outbuilding 2 at India House is 03 months.

15.4 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.

15.5 **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.

15.6 **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 standard. Sound engineering practice should be adopted in all items of work execution.

15.7 **Non-completion of work:** In case of non-completion of work within stipulated time or within approved extended time, the Consulate General of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.

15.8 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.

15.9 **Additional Work:** Consulate General of India, Durban shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Consulate General of India, Durban in writing prior to the performance of the additional work or the incurrance of additional expenses. Any additional work authorized by Consulate General of India, Durban shall be compensated at a rate mutually agreed to by the parties which may be further based on prevailing market rates.

15.10 **Termination of Contract:** The Consulate may terminate this contract, by giving a written notice of minimum 30 days to the service provider being unable to perform a particular portion of the services for a period of more than 15 days

16. Other Conditions, Force Majeure & Penalty Clause

16.1 Contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Client's premises. Contractor would indemnify Client against any compensation/ claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Client would not be liable to pay any damages or compensation to such employees or to any third party.

16.2 In case of any complaint, either as regards the nature of service or as regards the behaviors of workers on duty or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.

16.3 Client reserves the right to amend/ withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Client in this regard shall be final and binding on all.

16.4 The bidder must have modern equipment(s), latest technical expertise for repair of buildings and related facilities, as has been defined in brief scope of work. Machinery, equipment, implements, material and consumables proposed to be used should be clearly indicated. List of equipment owned by the company may also be furnished with the bid.

16.5 Any wrong or misleading information will lead to disqualification.

16.6 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Client's premises.

16.7 The service provider shall provide only such staff who have been vetted by local government's security departments in terms of past record, character, and antecedents. It shall ensure that no person of doubtful antecedents is, in any way, associated with the repair and renovation work at Outbuilding 2 at the India House.

16.8 The service provider is obliged to replace, without unreasonable delay and at no cost to the Consulate General of India, Durban, any personnel whom this Consulate considers lacking necessary competence.

16.9 Decision of the Consulate General of India, Durban shall be final and binding on all the bidders.

16.10 **Force Majeure and EoT clause:** In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under. 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.

16.11 **Arbitration:** If any dispute, difference or question at any time arises between the Client and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration. The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations Commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties. The Arbitration will have its sittings in Consulate General of India, Durban.

16.12 **Rejection:** Consulate General of India, Durban 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.

16.13 **Sub-contractors:** The bidder must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. Consulate General of India, Durban 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.

16.14 **Code of Integrity:** All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall also have to avoid the following prohibited practices such as (i) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

16.15 **Conflict of interest :** The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of

contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

16.16 The successful bidder 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.

[Prem Sagar Kesarapu]

Head of Chancery

Address: Consulate General of India, Durban
1 Kingsmead Boulevard (2nd Floor),
Kingsmead Office Park
Durban-4001, South Africa

Email : hoc.durban@mea.gov.in

Annexure -1

Format for Submitting the Technical Bid

(To be submitted in a separate sealed cover superscribed as "Envelope A – Technical Bid")

BID No. DUR/EST/872/08/2024

Date:.....

To,

The Consulate General of India, Durban
1, Kingsmead Boulevard (2nd Floor),
Kingsmead Office Park, Durban - 4001

TECHNICAL BID

Sl. No.	Criteria	Details
1	Registration Number	Attach documents
2	Detailed company profile	Attach documents
3	Client details	Attach documents
4	Company in operation for more than 5 years	Attach undertaking
5	Company experience, as per para 6.1(f)	Attach undertaking
6	Bank Solvency Certificate	Attach documents
7	Annual Turnover Statement	Attach documents
8	Profit-Loss Statement	Attach documents

Annexure -2

Format for Submitting the Financial Bid

(To be submitted in a separate sealed cover superscribed as "Envelope C – Financial Bid")

BID No. DUR/EST/872/08/2024

Date:.....

To,

The Consulate General of India, Durban
1, Kingsmead Boulevard (2nd Floor),
Kingsmead Office Park, Durban - 4001

FINANCIAL BID

Proforma to be filled up and submitted by the bidder (in English)

1.	Name of the Bidding Agency/ Company	
2.	Address of the Bidding Agency/ Company	
3.	Contact details of the Bidding Agency/ Company	

Description of services	Repair and renovation of Outbuilding 2 at India House, located at 408, Innes Road, Morningside, Durban-4001
Total Price (excluding taxes)	
Taxes (if applicable)	
{Any further break-up of the total price, if available}	
Total Amount (inclusive of taxes)	

I, hereby, undertake the project of repair and renovation of Outbuilding 2 at India House (408, Innes Road, Morningside, Durban-4001), as per the scope of work incorporated in the tender document and as per the terms and conditions, for the total amount of _____(incl. Taxes).

Yours sincerely,

(Authorised Signatory)

(Company Seal)

Annexure-3
INSTRUCTION TO BIDDERS

1. **Site visit:** Physical visit to the site is advisable to acquaint himself with the Site of the Works. The bidder 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.

2. **Cost of Tendering:** Consulate General of India, Durban 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.

3. **Earnest Money Deposit/ Bid Securing Declaration:** The bidder should submit Earnest Money Deposit of ZAR 47,000/- in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "Consulate General of India, Durban". Alternatively, the bidder can provide Bids Securing Declaration, as per the format provided in Annexure V.

4. **Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

4.1 The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

4.2 Bidders are required to quote Lump-sum fixed prices on "Letter of Bid". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

4.3 The total amount of schedule of quantity prepared by them should be transferred to Letter of Bid.

4.4 The Lump-sum Fixed Price/ amount must be quoted both in figures and in words on the Letter of Bid and the currency must be South African Rand only.

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

5. **Validity of Bid** - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

6. **Tender and Schedule of Quantities**

6.1 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 of the item.

6.2 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.

6.3 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.

6.4 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 tender document.

6.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

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

8. **Errors and Rectification:**

8.1 In case of any mismatch in the final quoted price on Letter of Bid and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Letter of Bid shall be considered for comparison of bids and decision on bid.

8.2 If amount quoted on Letter of Bid is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

8.3 If amount quoted on Letter of Bid 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.

9. **Submission of bids:**

9.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to 1, Kingsmead Boulevard (2nd Floor), Kingsmead Office Park, Durban-4001. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

9.2 The tender shall be submitted in sealed envelopes as described below:

ENVELOPE 'A'	Technical bid
ENVELOPE 'B'	EMD/ BSD
ENVELOPE 'C'	Financial Bid

9.3 The last date of submission of sealed bids is 1700 hrs on 21.11.2024 in the office of Head of Chancery, Consulate General of India, Durban, Telephone No.: 0027-31-3350300; email- hoc.durban@mea.gov.in

9.4 The date and time for submission may be deferred by an official notification in writing issued by the Consulate General of India, Durban to all Bidders. Bids received after this date will not be considered.

9.5 **Conditional Acceptance of the Tender** - The acceptance of the Tender shall be conditional and not finally binding upon the Consulate General of India, Durban. The Consulate General of India, Durban 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.

9.6 **Amendments to Tender Document** - At any time prior to the date of opening of the tender, the Consulate General of India, Durban 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 Consulate General of India, Durban

9.7 **Clarification:** Any further information or clarification which the bidder may require in order to complete his bid, may contact Head of Chancery, Consulate General of India, Durban, South Africa Telephone No.: 0027-31-3350300; email- hoc.durban@mea.gov.in

9.8 All information requested by and supplied to one bidder will be supplied to all bidders.

9.9 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Consulate General of India, Durban as to the meaning of anything connected with the Tender Document.

9.10 **Disqualification of Tender** - Bidder may be disqualified for any reason including but not limited to the following:

9.10.1 If bidder sets forth any conditions which are unacceptable to the Consulate General of India, Durban

9.10.2 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.

9.10.3 If there is evidence of collusion between Bidders.

9.10.4 If bidder sets forth any offer to conditionally discount, reduce or modify its tender.

9.10.5 If Bid price is disclosed or become known before opening of Financial Bid.

9.11 **Compliance with Laws and Regulations and Pricing of Schedule of Quantities**

-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, input tax and output tax (VAT), etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

9.12 **Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Consulate General of India, Durban

9.13 **No escalation of price** - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, cess or due to delay in completion, etc. shall not be applicable.

9.14 **Consulate General of India, Durban Right to Waive** - The Consulate General of India, Durban reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Consulate General of India, Durban except that no proposal will be accepted if the Bid Securing Declaration (BSD) of the preceding statutory documents was not submitted with the tender.

Annexure 4

Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

Note: Please refer to Annexure 3, para 4 of the document

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 of the item.
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.
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.
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 tender document.
5. No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

Annexure 5

Bids Securing Declaration

To,
The Head of Chancery
1, Kingsmead Boulevard (2nd Floor),
Kingsmead Office Park,
Durban-4001

Ref: Invitation for Bid No. DUR/EST/872/08/2024 dated 29.10.2024.

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 the period of one (01) year from being eligible to submit Bids for contracts with the Government of India.

Date:
Name:

Place:
Signature:

Annexure 6

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: Repair and renovation of Outbuilding 2 at India House, Consulate General of India, Durban

Name and Address of Beneficiary: Consulate General of India, Durban, 1 Kingsmead Boulevard (2nd Floor), Kingsmead Office Park Durban-4001, South Africa

Date:

Whereas M/s (Name of Contractor with address) have submitted their tender for : Repair and renovation of Outbuilding 2 at India House, Consulate General of India, Durban, and one of the tender conditions is for the M/s (Name of Contractor with address) _____ to submit a Bank Guarantee for Performance Security (5% of contract value) amounting to *(To be indicated in local currency by the Mission/Post calculated as 5% of the tendered cost)*. 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 *(To be indicated in local currency by the Mission/Post calculated as 5% of the tendered cost)*.

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 *(To be indicated in local currency by the Mission/Post calculated as 5% of the tendered cost)*

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 the South Africa and shall be subject to exclusive Jurisdiction of the South Africa Courts.

Date:
Name:

Place:
Signature:



Fig. 1 :- India House property, CGI Durban



Fig:2:- Outbuilding 2