



EMBASSY OF INDIA, NUR-SULTAN
(KAZAKHSTAN)

TENDER
FOR

**Establishment of an India-Kazakhstan Joint Peacekeeping Room
at Kazakhstan Partnership for Peace Training Centre
(KAZCENT), Almaty (Kazakhstan)**

Date : 30 June 2020

TENDER No : AST/DA/105/KAZCENT
Last date for Submission of bids : 29 July 2020
The document is available for downloading at
www.indembastana.gov.in

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TENDER

EMBASSY OF INDIA, NUR-SULTAN (KAZAKHSTAN)

No : AST/DA/105/KAZCENT

Dated : 30 June 2020

INVITATION OF BIDS FOR ESTABLISHMENT OF AN INDIA-KAZAKHSTAN JOINT PEACEKEEPING ROOM AT KAZAKHSTAN PARTNERSHIP FOR PEACE TRAINING CENTRE (KAZCENT), ALMATY (KAZAKHSTAN)

1. Bids in sealed cover are invited for a comprehensive 'Turn-Key Project', for Establishment of an India-Kazakhstan Joint Peacekeeping Room at Kazakhstan Partnership for Peace Training Centre (KAZCENT), Almaty (Kazakhstan) for the Kazakhstani Ministry of Defence (MoD) as specified in Part II of this Tender.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below:-

- | | | |
|-----|--|---|
| (a) | Bids/queries to be addressed to | : Embassy of India, Nur-Sultan (Kazakhstan) |
| (b) | Postal address for sending the Bids | : Embassy of India, Kaskad Business Centre, 5 th Floor 6/1 Kabanbai Batyr Avenue, Nur-Sultan-010000 (Kazakhstan) |
| (c) | Name/designation of the contact Person | : Col MV Nalawade, YSM, SM** Defence Attache |
| (d) | Telephone number of the contact Person | : +77172925709 |
| (e) | FAX number | : +77172925709 |
| (f) | Email | : def.astana@mea.gov.in |

3. This Tender is divided into five parts as follows :-

- (a) **Part I : Instructions to Bidders.** Contains General Information and Instructions about the Tender such as the Time, Place of Submission and Opening of Tenders, Eligibility Criteria, Validity Period of Tenders, etc.
- (b) **Part II : General Conditions of the Tender and Scope of Work.** Contains essential details of the items/ works required, such as the Scope of Work.
- (c) **Part III : Special Conditions of Tender.** Contains Special Conditions applicable to this Tender, which will form part of the Contract with the successful bidders.

- (d) **Part-IV : Technical Bid.** Contains eligibility criteria for bidders.
- (e) **Part V : Commercial Bid.** Contains the Price Schedule, Proforma for Performance Bank Guarantee and Proforma for Bank Guarantee towards EMD.
- (f) **Part VI : Proforma Form.** Contains Proforma for Submission of Bids.

4. This Tender is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the Tender, should it become necessary at any stage.

PART I – INSTRUCTIONS TO BIDDERS

1. General Definitions.

(a) **Bid.** It means the proposals submitted by the Bidder(s) in response to this Tender in accordance with the provisions thereof along with all other documents forming part and in support thereof.

(b) **Bidder.** It means a company/firm/university/institution, who has submitted the bid for as per the terms, conditions, and specifications of the tender document.

(c) **Bid Process.** It means the process of selection of the successful bidder through competitive bidding and includes submission of bids, scrutiny and evaluation of such bids as set forth in the tender.

(d) **Buyer.** It means Embassy of India, Nur-Sultan or its authorized representatives.

(e) **Contract.** It means the document signed between the Embassy of India, Nur-Sultan and the successful bidder, that incorporates any final corrections or modification to the bid, and is the legal document binding on both the parties to the contract, with all terms and conditions of the contract.

(g) **Consignee.** It means the person/office to whom the services/ equipment are required to be delivered as per the “Letter of Acceptance”.

(g) **Contractor.** It means the person or the persons, firm or company whose tender has been accepted.

(h) **Letter of Acceptance.** It means the letter or memorandum communicating to the successful bidder the acceptance of its bid and includes an advance acceptance of its bid.

(j) **Period.** It means the entire term of the contract.

2. **Delivery Period/ Project Timelines.** The establishment of the India-Kazakhstan Joint Peacekeeping Room at Kazakhstan Partnership for Peace Training Centre (KAZCENT), Almaty (Kazakhstan) must be completed within 90 days from the date of signing of the contract. It is mandatory for the bidders who respond to this bid to meet these expectations.

3. **Liquidated Damages.** The Embassy of India, Nur-Sultan reserves the right to levy penalty @0.5% of contract value per week of delay beyond the scheduled date of supply of items subject to maximum penalty of 10% of the order value. The penalties, if any, shall be recovered from the final bills of the supplier, Performance Bank Guarantee shall also be invoked, if required.

4. **Locations for the Supply and Installation.** The India-Kazakhstan Joint Peacekeeping Room is to be established at Kazakhstan Partnership for Peace Training Centre (KAZCENT), Almaty (Kazakhstan). All items have to be supplied and installed at the KAZCENT.

5. **Order Placement and Release of Payments.** The letter of acceptance and payment shall be released by :-

Defence Attache
Embassy of India,
Kaskad Business Centre, 5th Floor
6/1 Kabanbai Batyr Avenue,
Nur-Sultan -010000 (Kazakhstan)

6. **Eligibility Criteria.**

(a) Bidder must be a competent firm incorporated in India/ Kazakhstan and registered with the government under appropriate act of law.

(b) The bidder shall be into the field of supply of electrical equipment, IT equipment, furniture and associated accessories [as per para 2 (a), (b) and (c) of Part II of this tender document] and their integration into a common working space and shall have minimum average annual turnover equivalent to USD 60,000/- during the last two financial years.

(c) The bidder should have experience of setting up of one similar projects not less than USD 48,000/- or two similar projects not less than USD 36,000/- or three similar projects not less than USD 24,000/-.

(d) Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

7. **Last Date and Time for Depositing the Bids.** The sealed bids should be deposited / reach by **29 July 2020 at 1600 hrs.**

8. **Manner of Depositing the Bids.** Sealed bids should be either dropped in the Tender Box marked as '**TENDER BOX – EMBASSY OF INDIA, NUR-SULTAN**' established at the Main Reception of Embassy of India, Nur-Sultan or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of bid documents. Bids sent by any other means will not be considered. Technical and commercial bids are required to be submitted in separate sealed envelopes. Sealed envelopes containing both technical and commercial bids in the same envelop will be liable for rejection.

9. **Time and Date for Opening of Bids.** The bids will be opened **at 1630 hrs on 29 July 2020.** In case it is declared a holiday, the bids will be opened on the next working day at the same time.

10. **Place of Opening of the Bids.** Visitors' Room, Embassy of India, Nur-Sultan (Kazakhstan). The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Bidder should forward details of representative (authorised to attend opening of the bids) along-with scanned copy of passport, minimum 08 days before date of opening of bid to obtain security clearance. Rates and important commercial/technical clauses quoted by all the bidders will be read out in the presence of the representatives of the Bidders who attend the opening.

Tender for Establishment of India-Kazakhstan Joint Peacekeeping Room at Kazakhstan Partnership for Peace Training Centre (KAZCENT), Almaty (Kazakhstan)

11. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like complete postal & e-mail address of their office.

12. **Clarification Regarding Contents of the Tender.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than **eight** days prior to the date of opening of the Bids.

13. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the buyer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

14. **Preparation of Bids.** Bid forms should be submitted by all bidders as per format provided in Part VI of the bid document. In case Bid form is not submitted by the Bidder as per format, their bid shall be liable for rejection. Bidder should avoid, as far as possible, corrections, overwriting, erasures or post scripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/ or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. The bidders shall sign the entire Tender document in each page in token of accepting the conditions and enclose it with the bid.

15. **Earnest Money Deposit (EMD)/ Bid Security.**

(a) The tender documents must be accompanied by Earnest Money Deposit of USD 1500/- in the form of a Demand draft (DD) drawn on any Nationalized/ Scheduled Bank in favour of 'Embassy of India, Nur-Sultan' payable at Nur-Sultan or in the form of a Bank Guarantee (BG) as per the format provided at Part IV of the Tender (Bank Guarantee towards EMD) from any Nationalised/ Scheduled Bank in favour of 'Embassy of India, Nur-Sultan' valid upto 45 days beyond the validity of the bid.

(b) Bids submitted without EMD will stand rejected. No interest shall be paid on EMD.

(c) The EMD will be returned to Bidders (s) whose offer is not accepted. In case of the bidder whose offer is accepted, the EMD will be returned on submission of Performance Bank Guarantee (refer clause 7 of Part III). However, if the return of EMD is delayed for any reasons, no interest/ penalty shall be payable to the bidder.

(d) The successful bidder, on award of letter of acceptance, must send the letter of acceptance in writing, within 7 days of award of letter of acceptance, failing which the EMD will be forfeited.

(e) The EMD shall be forfeited :-

- (i) If the bidder withdraws the bid during the period of bid validity specified in the tender.
 - (ii) In case a successful bidder, fails to furnish the Performance Bank Guarantee (refer clause 7 of Part III).
 - (iii) If the bidder fails to furnish the acceptance in written, within 7 days of award of letter of acceptance.
- (f) EMD of unsuccessful bidders will be returned within one month of award of contract to the successful bidder.
16. **Clarification Regarding Contents of the Bids**. During evaluation, and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post –bid clarification on the initiative of the bidder will be entertained.
17. **Rejection of Bids**. Canvassing by the bidder in any form, unsolicited letter and post – tender correction may invoke summary rejection.
18. **Validity of Bids**. The Bids shall be **valid for minimum 180 days** from the last date of submission of the Bids.
19. **Evaluation Criteria**. The broad guidelines for evaluation of Bids will be as follows :-
- (a) Technical bid will be opened first and commercial bids of only those bidders who qualify in technical bid will be opened.
 - (b) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender.
 - (c) The bids forwarded by the Bidders will be evaluated by the Buyer with reference to the specifications mentioned in the Scope of Work in the Tender.
 - (d) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in the scope of work. The lowest price shall be applied on the total composite amount of all criteria items taken together.
 - (e) Bidder should quote their rates in prescribed proforma (part V-Price schedule) only. Price/ commercial bids other than the format provided shall be rejected.
 - (f) Any other criteria as applicable to suit a particular case.
20. **Purchasers Right to Amend Scope of Work**.
- (a) If, for any unforeseen reasons, Embassy of India, Nur-Sultan is required to change the Scope of Work, this change shall be acceptable to the bidder without change in the unit price quoted.

(b) Embassy of India, Nur-Sultan reserves the right to reject one/ all the bids or cancel the tender without assigning any reasons there for.

(c) Embassy of India, Nur-Sultan reserves the right to accord relaxation uniformly to all the bidders in case the bid submitted by all the bidders are found to have minor deviation.

21. **Corrupt or Fraudulent Practices.**

(a) It is expected that the bidders who wish to bid for this project have highest standards of ethics.

(b) Embassy of India, Nur-Sultan will reject bids if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

(c) Embassy of India, Nur-Sultan may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

22. **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 Document, Embassy of India, Nur-Sultan's interpretation of the clauses shall be final and binding on all parties.

**PART II – GENERAL CONDITIONS OF TENDER AND
SCOPE OF WORK**

1. **Scope of Work.** The Embassy of India, Nur-Sultan, as part of its engagement with the Ministry of Defence, Kazakhstan, intends to set up an 'India-Kazakhstan Joint Peacekeeping Room' at Kazakhstan Partnership for Peace Training Centre (KAZCENT), Almaty (Kazakhstan). It is expected that on completion of the India-Kazakhstan Joint Peacekeeping Room, it will be handed over to the Kazakhstan Partnership for Peace Training Centre (KAZCENT), Ministry of Defence of the Republic of Kazakhstan and be run by them.
2. The project will involve refurbishment of the rooms, provision of furniture, IT equipment and their delivery and installation at the India-Kazakhstan Joint Peacekeeping Room at KAZCENT, Almaty. The proposed broad layout of the work is attached as **Appendix 'A'**. The following work is required to be executed as part of the project (the detailed specifications are attached as **Appendix 'B'**) :-
 - (a) Refurbishment of the rooms/corridor by painting of walls and ceiling and carpeting of the floor.
 - (b) Provision of furniture (table and chairs), display boards, stands, mobile stands for TV, book shelves and decorative items for furnishing the rooms/corridor.
 - (c) Provision of Information technology equipment to include computers and its accessories, printer, projector and television (LED).
3. **Pre-bid Conference/Visit to Site.** Interested bidders may visit the site at KAZCENT, Almaty at their own expense after informing the buyers and coordination with the Ministry of Defence, Republic of Kazakhstan on 10 June 2020 at 1200hrs.
4. **Bid.** The bid must include all the above works at paragraph 2, costing separately.
5. **Payment Terms.**
 - (a) **1st Payment Milestone.** A maximum of 20% of the contract value is admissible to be drawn in advance on submission of Bank Guarantee of equivalent amount valid till the completion of project. **On completion of 20% of work and certified by the competent authority, this Bank Guarantee may be liquidated.**
 - (b) **2nd Payment Milestone.** 70% of the contract value on successful installation & commissioning of **all the work as indicated at para 2 (a), (b) and (c) of Part II of this tender document and** duly certified by competent authority.
 - (c) **3rd Payment Milestone.** Balance 10% of the contract value on completion of warranty period.
6. **Completeness Responsibility.** Notwithstanding the scope of work, supply and services stated in the tender document; any equipment or material, technical services which might not be even specifically mentioned under the scope of supply of the supplier and which are not expressly excluded there from but which are necessary for the establishment of India-Kazakhstan Joint Peacekeeping Room at KAZCENT, Almaty in accordance with the specifications are to be provided for and rendered by the vendor without any extra charge so that the said project is completed in all respects.
7. **Joint Inspection.** Joint Inspection will be carried out to confirm the completion of the work before full payment is made.

PART III – SPECIAL CONDITIONS OF TENDER

1. The Bidder is required to give confirmation of their acceptance of the Special Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the Bidder (i.e. Contractor in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **Prices.**
 - (a) Financial bid should include all costs such as installation, transportation, labour charges etc. No extra cost will be entertained beyond the quoted amount. The price quoted shall be considered firm and no price escalation will be permitted.
 - (b) Bidder should quote the prices in US Dollar and as per format given in Price Schedule at Part V of this document.
3. **Taxes and Duties.** All taxes, duties, levies and charges shall be paid by the contractor.
4. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
5. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
6. **Warranty.**
 - (a) The Contractor warrants that the works undertaken under this contract conform to specifications prescribed and shall perform according to the said Specifications.
 - (b) The Contractor warrants for a period of **12 months** from the date of installation and commissioning, that the goods / stores supplied under this contract and each component used in the manufacture there of shall be free from all types of defects / failures.
 - (c) If within the period of warranty, the goods/ works are reported by the Buyer to have failed to perform as per the specifications, the Contractor shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the Contractor. Failure to do so would result in invoking of the PBG. The cost towards replacement will have to be borne by the supplier.
7. **Performance Bank Guarantee (PBG).** The successful bidder must submit a Performance Bank Guarantee (PBG) of 5% of the order value valid upto 6 month beyond the period of completion and warranty. The PBG is to be submitted within 15 days of receipt of letter of acceptance by Embassy of India, Nur-Sultan as per the format provided (Part V-Performance Bank Guarantee) in the tender document. The Performance Bank Guarantee will be subject to encashment by the buyer, in case the conditions regarding adhering to completion schedule and other provision of the contract are not fulfilled.

8. **Jurisdiction.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussion. The disputes, legal matters, court matters, if any shall be subject to the laws of the Republic of India.

9. **Termination of Contract.** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases :-

(a) The delivery/completion of the project is delayed for causes not attributable to Force Majeure for more than **6 months** after the scheduled date of completion of contract.

(b) The Contractor is declared bankrupt or becomes insolvent.

(c) The delivery of material/completion of project is delayed due to causes of Force Majeure by more than 12 (**Twelve**) months provided Force Majeure clause is included in the contract.

10. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligation, if the non-performance result from such Force Majeure circumstances as Flood, Fire, Earth quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligation under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than **180 days**, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the contract for the goods received.

11. **Transportation.** Transportation clause which will form part of the contract placed on successful Bidder will be that 'the stores shall be delivered at a designated point in KAZCENT, Almaty as suggested by the Kazakh Ministry of Defence. Contractor will bear all costs and freight necessary to bring the goods to the point of delivery/ construction.

12. **Quality.**

(a) The term “quality”, shall denote the quality of material for construction, workmanship, production practices and procedures, and shall apply to all deliverables.

(b) All the material to be delivered under the present Contract shall be new, unused, and in working order.

PART IV – TECHNICAL BID

1. **Eligibility Criteria.** Does the bidder conform to the following conditions?
If yes, please provide document proof in support :-

<u>Serial Number</u>	<u>Criteria</u>	<u>Remarks by the Bidder</u>
(a)	Bidder must be a competent firm incorporated in India/ Kazakhstan and registered with the government under appropriate act of law.	
(b)	The bidder shall be into the field of supply of electrical equipment, IT equipment, furniture and associated accessories [as per para 2 (a), (b) and (c) of Part II of this tender document] and their integration into a common working space and shall have minimum average annual turnover equivalent to USD 60,000/- during the last two financial years.	
(c)	The bidder should have experience of setting up of one similar projects not less than USD 48,000/- or two similar projects not less than USD 36,000/- or three similar projects not less than USD 24,000/-.	
(d)	Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices. (self-declaration to be attached)	

2. **Earnest Money Deposit (EMD)/ Bid Security Attached.** Yes/No

(The tender documents must be accompanied by Earnest Money Deposit of USD 1500/- in the form of a Demand draft (DD) drawn on any Nationalized/ Scheduled Bank in favour of 'Embassy of India, Nur-Sultan' payable at Nur-Sultan or in the form of a Bank Guarantee (BG) as per the format provided at Part IV of the Tender (Bank Guarantee towards EMD) from any Nationalised/ Scheduled Bank in favour of 'Embassy of India, Nur-Sultan' valid upto 45 days beyond the validity of the bid.)

PART V – COMMERCIAL BID

PRICE SCHEDULE

S/No	Name of Work	Qty (Sqm/Nos)	Rate (USD)	Total Amount (USD)
<u>REFURBISHMENT OF CONFERENCE HALL</u> (Floor/ceiling : $7.7 \times 12 = 92.4 \text{ m}^2$, Walls $(12+7+7) \times 3 = 78 \text{ m}^2$ Window opening : $1.6 \times 2 \times 4 = 12.8 \text{ m}^2$ Walls by the window $(12 \times 3 - 12.8) = 23.2 \text{ m}^2$				
1.	Reconstruction/decoration of the ceiling Armstrong	92.4 Sqm		
2.	Installation, mounting of Armstrong	92.4 Sqm		
3.	Lamps for ceiling	10 Nos		
4.	Mounting of lamps	10 Nos		
5.	Roman curtains	13 Sqm		
6.	Mounting	13 Sqm		
7.	Carpet	92.4 Sqm		
8.	Carpeting	92.4 Sqm		
9.	Fire-resistant cable 3*1,5	150 M		
10.	HDMI cable	02 M		
11.	UTP (Internet) cable	01 M		
12.	Transfer of engineering networks	01 Set		
13.	Floor Sockets	06 Nos		
14.	Ordinary sockets	10 Nos		
15.	Socket plate	30 Nos		
16.	Mounting of sockets and switches	30 Nos		
17.	Window jamb	04 Nos		
18.	Mounting of window jambs	04 Nos		

S/No	Name of Work	Qty (Sqm/Nos)	Rate (USD)	Total Amount (USD)
19.	Dismantling of old linoleum	92.4 Sqm		
20.	Plinth	80 Sqm		
21.	Corners for plinth	40 Nos		
22.	Installation of plinth	80 Sqm		
23.	Radiator grille	04 Sqm		
24.	Installation of radiator grille	04 Nos		
25.	Plasterboard ceiling	30 Sqm		
26.	Installation of plasterboard ceiling	30 Sqm		
27.	Plasterboard walls	101 Sqm		
28.	Plasterboard wall cladding	101 Sqm		
Appliances				
29.	Air conditioner	02 Nos		
30.	Projector	01 Nos		
31.	Screen 244*143	01 Nos		
32.	TV LED 49	01 Nos		
33.	Printer color	01 Nos		
34.	Printer greyscale	01 Nos		
Furniture				
35.	Tables, lecturer`s table, tribune (made of laminated chipboard)	01 set		
36.	Wall paneling made of laminated chipboard	101 Sqm		
37.	Armchairs	24 Nos		
38.	Book shelves (made of laminated chipboard)	02 Nos		

S/No	Name of Work	Qty (Sqm/Nos)	Rate (USD)	Total Amount (USD)
Corridor (Walls 60*3=180m², Floor 48.4m²)				
39.	Reconstruction/decoration of the ceiling Armstrong	50 Sqm		
40.	Mounting of ceiling	50 Sqm		
41.	Lamps for ceiling	06 Nos		
42.	Mounting of lamps	06 Nos		
43.	Water emulsion and paint	180 Sqm		
44.	Wall painting	180 Sqm		
45.	Roman curtains	3.2 Sqm		
46.	Installation of Roman curtains	3.2 Sqm		
47.	Sockets and switches	10 Nos		
48.	Socket plate	10 Nos		
49.	Mounting of sockets and switches	10 Nos		
50.	Window jamb	01 Nos		
51.	Mounting of window jambs	01 Nos		
52.	Plinth	80 Sqm		
53.	Corners for plinth	40 Nos		
54.	Installation of plinth	80 Sqm		
55.	Radiator grille	01 Nos		
56.	Installation of radiator grille	01 Nos		
Hall (floor/ceiling 25.91m², Walls 10.5m²)				
57.	Reconstruction/decoration of the ceiling Armstrong	26 Sqm		
58.	Installation, mounting of Armstrong	26 Sqm		
59.	Lamps for ceiling	03 Nos		

S/No	Name of Work	Qty (Sqm/Nos)	Rate (USD)	Total Amount (USD)
60.	Mounting of lamps	03 Nos		
61.	Water emulsion and paint	10.5 Sqm		
62.	Wall painting	10.5 Sqm		
63.	Roman curtains	6.4 Sqm		
64.	Installation of Roman curtains	02 Nos		
65.	Sockets and switches	05 Nos		
66.	Socket plate	05 Nos		
67.	Mounting of sockets and switches	05 Nos		
68.	Window jamb	02 Nos		
69.	Mounting of window jambs	02 Nos		
70.	Radiator grille	02 Nos		
71.	Installation of radiator grille	02 Nos		
Ceremonial Accoutrements				
72.	Plaque	01 Nos		
73.	Sign boards 30*15	06 Nos		
74.	photo frames 60*30 and printout of paintings	04 Nos		
75.	photo frames 70*50 and printout of paintings	08 Nos		
76.	National flags with flag stands	02 Nos		

PART VI – PROFORMA

PROFORMA FOR SUBMISSION OF FINANCIAL BID

(Bid Form)

(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures)

Bid No. _____

Date of Opening :

To _____

1. Having examined the Tender along with Appendices for the above Bid, we the undersigned offer to establish the India-Kazakhstan Joint Peacekeeping Room at the Kazakhstan Partnership for Peace Training Centre (KAZCENT), Almaty in conformity with said bidding documents and guarantee the whole of the said Scope of Work in conformity with the said General and Special Conditions of Tender. The details of the items/services for which we have submitted our Bid and for which we have quoted the rates in our Financial Bid are given in required formats.
2. We have independently considered each and every clause of this tender document and give our informed consent to them.
3. We undertake, if our Bid is accepted, we shall completed the work as per delivery schedule offered by us so as to fulfill our obligations as per this Tender Document to full satisfaction of purchaser.
4. If our Bid is accepted we will furnish a Bank Guarantee for Performance as security in a sum of equivalent of 5% of the contract price for the due performance of the Contract, as per the requirement of Tender.
5. We confirm that stipulated Bid security is enclosed herewith as a part of Bid.
6. We agree to abide by this Bid for a minimum period of **180 days** from the date of opening and it shall be remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
7. This bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any offer you may receive against this bid.
9. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
10. The required Price Schedule and Earnest Money Deposit towards Bank Guarantee as mentioned in Part IV of the Tender have been completed and attached duly verified for no further changes.

11. All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same.

Dated _____ day of _____ 2020

Signature & Name: _____ in the capacity

of _____ duly

authorised to sign tenders for and on behalf of _____ (Name and Address)

Witness Signature of Bidder

Name

Address

Occupation

PROFORMA OF PERFORMANCE BANK GUARANTEE

(on non-judicial paper of appropriate value)

To,
Defence Attache
Embassy of India
Kaskad Business Centre, 5th Floor
6/1 Kabanbai Batyr Avenue,
Nur-Sultan-010000 (Kazakhstan)

Dear Sir(s),

In consideration of Embassy of India, Nur-Sultan (hereinafter called "EOINS") having offered to accept the terms and conditions of the proposed contract betweenand (hereinafter called "the said contractor(s)" for the work (hereinafter called "the said contract") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said contract.

1. We (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the EOINS an amount not exceeding Rs..... (Rupees.....only) on demand by the EOINS.

2. We(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the EOINS stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We, the said Bank, further undertake to pay to the EOINS any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract, and it shall continue to be enforceable till all the dues of the EOINS under or by virtue of the said contract have been fully paid, and its claims satisfied or discharged, or till the representative of EOINS, on behalf of the Government, certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We(indicate the name of the Bank) further agree with the EOINS that it shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by EOINS against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said contract, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the EOINS or any indulgence by the EOINS to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. Welastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the EOINS in writing.

8. This Guarantee shall be valid up tounless extended on demand by the EOINS. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday of..... For

Granted by the Bank

Yours faithfully....

PROFORMA FOR BANK GUARANTEE TOWARDS EARNEST MONEY
DEPOSIT

(on non-judicial paper of appropriate value)

Bank Guarantee No. -----

Dated:

To,
Defence Attache
Embassy of India
Kaskad Business Centre, 5th Floor
6/1 Kabanbai Batyr Avenue,
Nur-Sultan-010000 (Kazakhstan)

Dear Sir(s),

Whereas the Embassy of India, Nur-Sultan, (hereinafter called the EOINS) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India invited tender No. ----- and M/s -----

----- having Registered/head office at -----

(Hereinafter called the "bidder" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a Proposal Reference No. -----

----- and bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs----- (Rupees ----- Only) for the due performance of bidder's obligations as contained in the tender document specially the conditions that

(a) bidder shall keep his Proposal open for a period of day i.e. from ----- - to ----- or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the EOINS the bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the EOINS within the required time. The bidder has absolutely and unconditionally accepted these conditions. The EOINS and the bidder have agreed that Proposal submitted by the bidder is an offer made on the condition that the Proposal, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the EOINS for a period of -----days i.e. from ----- to -----

--- or any, extension thereof and that submission of the Proposal itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the tender document. They have further agreed that the contract consisting of tender document and submission of the Proposal as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the Proposal is finally accepted by the EOINS. The consideration for this separate initial contract preceding the main contract is that the EOINS is not agreeable to sell the tender documents to the bidder and to consider the Proposal to be made except on the condition that the Proposal shall be kept open for the period indicated above and the bidder desires to submit a Proposal on this condition after entering into this separate initial contract with the EOINS promises to consider the Proposal on this condition and bidder agrees to keep this proposal open for the required period.

These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ----- registered (indicate the name of Bank) under the laws of -----having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs----- (Rupees----- only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the bidder and any such demand made by the EOINS on the bank shall be conclusive and binding notwithstanding any difference between the EOINS and the bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the EOINS in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the EOINS at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.

4. The bank further agree that as between the bank and the EOINS, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the tender Documents as referred above given to the bank by the EOINS shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of the EOINS or that of the bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with the EOINS that the EOINS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the EOINS or any indulgence shown by the EOINS to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to Rs. ----- (Rupees ----- only) in aggregate and it shall remain in full force upto -----(225 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s----- on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before ----- (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is

received by us within the said date/extended date, the rights of the EOINS under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of the EOINS under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the bidder furnished to the EOINS a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the EOINS by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the EOINS under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of the EOINS under this guarantee shall be valid and shall not cease until we have satisfied that claim, In witness where of the Bank, through its authorized officer, has sent its hand & stamp on this -----day of at _____ of-----at----- of-----
----- (month & year).

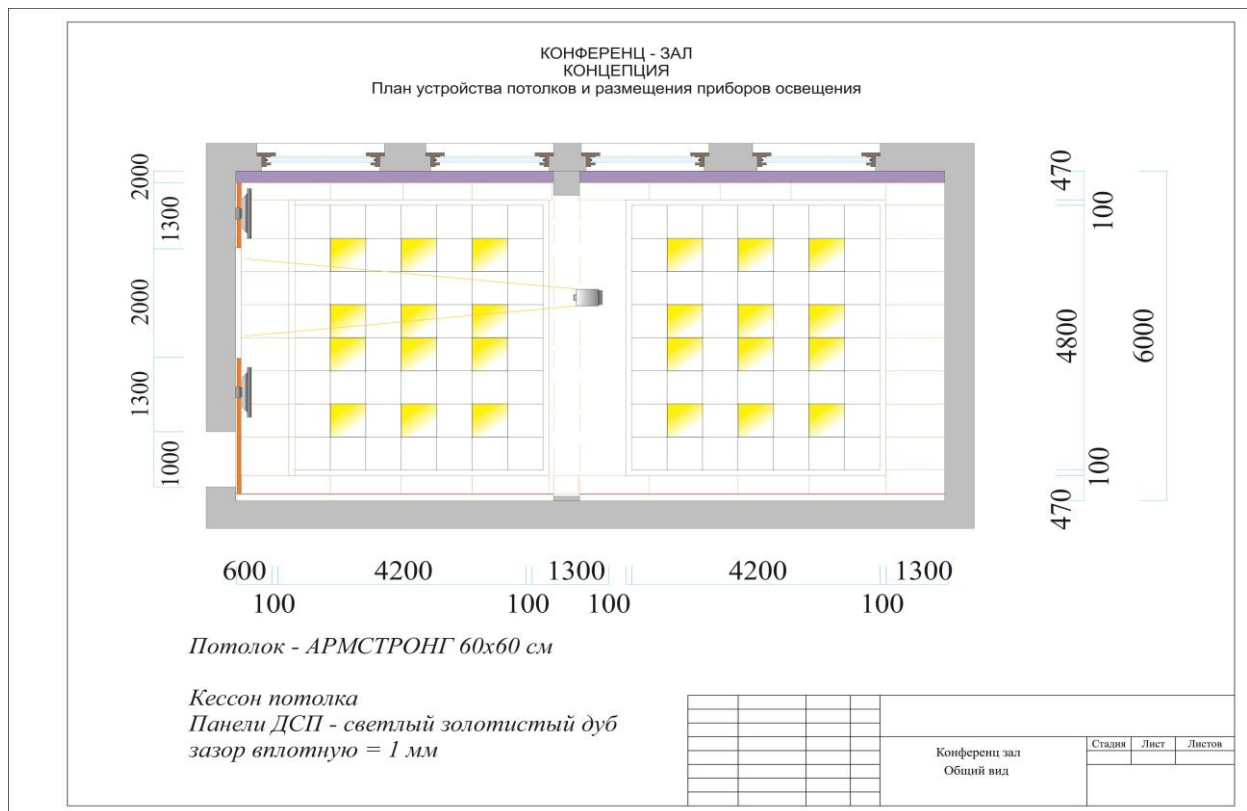
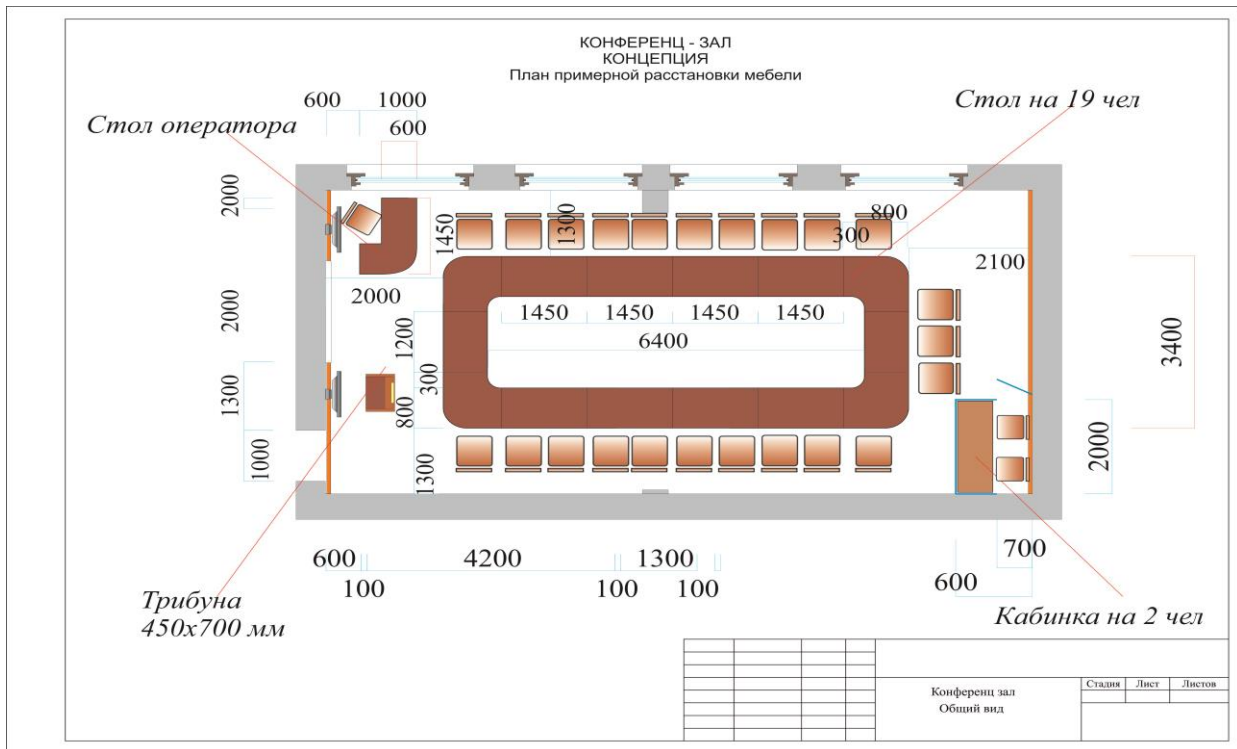
Signature
(Full name in capital letters)
Designation with bank stamp

Witness No.1
Signature
(Full name and address in capital letters)

Witness No.2
Signature
(Full name and address in capital letters)

Attorney as per power of attorney
No -----
Date -----

Appendix 'A'
(Refer Para 2 of Part II of Tender)



Appendix 'B'

(Refer Para 2 of Part II of the Tender)

SCOPE OF WORK

S/No	Name of Work	Qty (Sqm/Nos)
<u>REFURBISHMENT OF CONFERENCE HALL</u> (Floor/ceiling : $7.7 \times 12 = 92.4 \text{ m}^2$, Walls $(12+7+7) \times 3 = 78 \text{ m}^2$ Window opening : $1.6 \times 2 \times 4 = 12.8 \text{ m}^2$ Walls by the window $(12 \times 3 - 12.8) = 23.2 \text{ m}^2$		
1.	Reconstruction/decoration of the ceiling Armstrong	92.4 Sqm
2.	Installation, mounting of Armstrong	92.4 Sqm
3.	Lamps for ceiling	10 Nos
4.	Mounting of lamps	10 Nos
5.	Roman curtains	13 Sqm
6.	Mounting	13 Sqm
7.	Carpet	92.4 Sqm
8.	Carpeting	92.4 Sqm
9.	Fire-resistant cable 3*1,5	150 M
10.	HDMI cable	02 M
11.	UTP (Internet) cable	01 M
12.	Transfer of engineering networks	01 Set
13.	Floor Sockets	06 Nos
14.	Ordinary sockets	10 Nos
15.	Socket plate	30 Nos
16.	Mounting of sockets and switches	30 Nos
17.	Window jamb	04 Nos

S/No	Name of Work	Qty (Sqm/Nos)
18.	Mounting of window jambs	04 Nos
19.	Dismantling of old linoleum	92.4 Sqm
20.	Plinth	80 Sqm
21.	Corners for plinth	40 Nos
22.	Installation of plinth	80 Sqm
23.	Radiator grille	04 Sqm
24.	Installation of radiator grille	04 Nos
25.	Plasterboard ceiling	30 Sqm
26.	Installation of plasterboard ceiling	30 Sqm
27.	Plasterboard walls	101 Sqm
28.	Plasterboard wall cladding	101 Sqm
Appliances		
29.	Air conditioner	02 Nos
30.	Projector	01 Nos
31.	Screen 244*143	01 Nos
32.	TV LED 49	01 Nos
33.	Printer color	01 Nos
34.	Printer greyscale	01 Nos
Furniture		
35.	Tables, lecturer`s table, tribune (made of laminated chipboard)	01 set
36.	Wall paneling made of laminated chipboard	101 Sqm
37.	Armchairs	24 Nos
38.	Book shelves (made of laminated chipboard)	02 Nos
Corridor (Walls 60*3=180m², Floor 48.4m²)		
39.	Reconstruction/decoration of the ceiling	50 Sqm

S/No	Name of Work	Qty (Sqm/Nos)
	Armstrong	
40.	Mounting of ceiling	50 Sqm
41.	Lamps for ceiling	06 Nos
42.	Mounting of lamps	06 Nos
43.	Water emulsion and paint	180 Sqm
44.	Wall painting	180 Sqm
45.	Roman curtains	3.2 Sqm
46.	Installation of Roman curtains	3.2 Sqm
47.	Sockets and switches	10 Nos
48.	Socket plate	10 Nos
49.	Mounting of sockets and switches	10 Nos
50.	Window jamb	01 Nos
51.	Mounting of window jambs	01 Nos
52.	Plinth	80 Sqm
53.	Corners for plinth	40 Nos
54.	Installation of plinth	80 Sqm
55.	Radiator grille	01 Nos
56.	Installation of radiator grille	01 Nos
Hall (floor/ceiling 25.91m², Walls 10.5m²)		
57.	Reconstruction/decoration of the ceiling Armstrong	26 Sqm
58.	Installation, mounting of Armstrong	26 Sqm
59.	Lamps for ceiling	03 Nos
60.	Mounting of lamps	03 Nos
61.	Water emulsion and paint	10.5 Sqm
62.	Wall painting	10.5 Sqm

S/No	Name of Work	Qty (Sqm/Nos)
63.	Roman curtains	6.4 Sqm
64.	Installation of Roman curtains	02 Nos
65.	Sockets and switches	05 Nos
66.	Socket plate	05 Nos
67.	Mounting of sockets and switches	05 Nos
68.	Window jamb	02 Nos
69.	Mounting of window jambs	02 Nos
70.	Radiator grille	02 Nos
71.	Installation of radiator grille	02 Nos
Ceremonial Accoutrements		
72.	Plaque	01 Nos
73.	Sign boards 30*15	06 Nos
74.	photo frames 60*30 and printout of paintings	04 Nos
75.	photo frames 70*50 and printout of paintings	08 Nos
76.	National flags with flag stands	02 Nos