TENDER NOTICE

The Embassy of India hereby invites sealed bids from experienced contractors/companies for Comprehensive Abatement and Removal of all hazardous materials in one building of the Embassy located at 1438 U Street NW, Washington DC 20008.

2. The websites of Embassy at https://www.indianembassy.org/pages.php?id=33 and Central Procurement Portal (CPP) at https://eprocure.gov.in/cppp/ may kindly be referred to for complete details, scope of work (Annexure-I) eligibility conditions for tender, instructions to bidders, and additional requirements for the tender may also be checked carefully. Bids may be submitted in original after checking these details.

3. Inspection, Investigation and Testing of hazardous material in the building has already been undertaken. This report in two parts (i) HazMat Report indicating Asbestos Containing Building Materials Survey, Lead Paint Screening, Polychlorinated Biphenyls (PCB) Light Ballast Assessment (summary of findings and recommendations), Mercury-containing Equipment Assessment, and (ii) Phase-I Environmental Site Assessment (ESA), containing bulk sample results, samples location, photographic documentation, and XRF Analyzer Results, is attached at Annexure-II & Annexure-III with this tender.

4. The last date for submission of bids is January 25, 2018.

(Mridu Pawan Das)
Counsellor (Pol) & HOC
Embassy of India
Tel: 202.939.7074
Email: hoc.washington@mea.gov.in
INFORMATION TO BID

Name of Works: (i) Comprehensive Abatement and Removal of all hazardous material in one building of Embassy of India located at 1438 U Street NW, Washington DC 20008, and (ii) Procurement of permissions and approvals from the local regulatory authorities and adjacent owners for this work.

The Lump-sum Fixed Price/Amount shall be on the basis of following tender documents.

<table>
<thead>
<tr>
<th>Technical Bid Document:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Document – I</td>
<td>Invitation to Bid, Instruction to Bid, Eligibility Criteria and Scope of Work (Annexure-I)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Bid Document:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Document – II</td>
<td>Form of Tender (Lump sum price to be quoted by Tenderer)</td>
</tr>
<tr>
<td>Document – III</td>
<td>Schedule of Items</td>
</tr>
<tr>
<td>Document – IV</td>
<td>Special Conditions of contract including standard formats for BG / Guarantee etc.</td>
</tr>
</tbody>
</table>

- The Tender shall be submitted in a Sealed Cover containing three sealed envelopes (containing Earnest Money Deposit (EMD), Technical Bid and Financial Bid) before **1400 hrs on January 25, 2018** in the office of Head of Chancery, Embassy of India, Washington DC, (2107, Massachusetts Avenue NW, Washington DC 20008). Any tender received after this date and time will not be considered.

- Technical Bids would be opened on 1500 hrs on the last date of submission of bid. Financial Bids of only those successful Tenderers who qualify in the Technical Bid stage would be opened. The date and time for opening of Financial Bids would be notified to the successful Tenderers by the Embassy in writing subsequently.

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

- The value of Earnest Money Deposit (EMD) will be in the form of a cheque, Banker’s cheque or Demand Draft. It shall remain valid for a period of at least one hundred thirty five (135) days with effect from the last date of submission as stated above or any extended period.

- The value of the Performance Security shall be equal to Five Percent (5%) of the Contract Price to be submitted within seven days of issue of letter of Intent to the Bidder.
• Tenderer/Contractor shall quote his/her Lump-sum Fixed Price Amount based on the enclosed **Scope of work in Annexure-I**. The Contractor shall note that quantities shall not form part of the agreement and he/she shall complete all the works as defined in the Scope of Work. The Contractor shall complete all the works as stated above irrespective of the quantities/details since these will not form part of the agreement however the unit rates quoted there for items shall be used for working out the variations as per tender conditions.

• Commencement of the works shall be effected 15 days from the date of issue of acceptance letter to Letter of Intent or handing over the site, whichever is later.

• The Period of Completion for the whole of the works is 90 (ninety) days calculated from the Fifteen (15) days from the date of issue of acceptance letter of intent or handing over the Site, whichever is later. Such 15-days period being defined as the mobilization period.

• The Defect notification period shall be Three Hundred Sixty-Five (365) days.

• The Employer will not be bound to accept the lowest or any tender or to give a reason for the rejection of any Tender.

• The Tenderer must submit with his/her offer a list of Sub-Contractors and Specialist names he proposes to use on the Works.

• The Embassy, however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause.

• The successful Tenderer 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 subcontractors for the purpose of the overall programming of his works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.
INSTRUCTION TO BID

Name of Works: (i) Comprehensive Abatement and Removal of all hazardous material in one building of Embassy of India located at 1438 U Street NW, Washington DC 20008, and (ii) Procurement of permissions and approvals from the local regulatory authorities and adjacent owners for this work.

• All definitions set forth in the Conditions of Contract or in Other Tender Documents are applicable to the Tender offer.

• The Tender comprises of:

A) Earnest Money Deposit (EMD)
B) Technical Bid:
   Document - I : Invitation to Bid, Instruction to Bid, Eligibility Criteria and Scope of Work (Annexure-I).
C) Financial Bid:
   Document - II : Form of Tender
   Document – III : Schedule of Items as per Annexure-A
   Document – IV : Conditions of contract including standard formats for BG / Guarantee etc.

• The Embassy of India will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submission of his Tender.

• This is a LUMPSUM FIXED PRICE TENDER with Extent of work as defined in the Scope of Work enclosed. The Tenderer shall examine the Tender Documents and all Addenda (if any) before submitting his Tender and shall become fully, informed as to the extent, quality, type and character of operations involved in the Works and shall visit and acquaint himself with the Site of the Works. No consideration or compensation will be given for any alleged misunderstanding of the articles to be furnished.

• Tenderers are required to quote Lumpsum prices on “Form of Tender”. Companies shall satisfy himself about the quantities in Scope of Work in Tender Document. They are free to add/delete items, change quantities which are needed for completion of the job. These quantities shall not form part of the agreement, however, the unit rates quoted shall be used for variation if any.

• The Lumpsum Fixed Price / amount and rates for variations must be quoted both in figures and words in US Dollars only. In case of any discrepancy between figures or
words, the amount or rates quoted in words shall be taken to be correct for this tender.

- The Lumpsum Fixed Price / amount shall be submitted according to the “Form of Tender”, with suitable entries, including appropriate signatures, made in all blank spaces. The Tenderer shall strictly comply with all the conditions stated in the Tender Documents. The Form of Tender must be signed by a person or persons authorized to sign the Tender and shall be dated. Evidence or signature authority, such as a Power of Attorney, shall be provided with the Tender. The unit rates quoted in the tender documents shall be used towards variation as per the tender conditions. Decision on bid will be taken based on the final price quoted on the Form of Tender. Any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid. The rates on schedule of quantity or elsewhere shall be adjusted in the ratio to match with quoted Final price on the form of tender.

- The Tenderer must submit with his Tender an Earnest Money Deposit (EMD) of amount US$1,000.00 to Employer in the form of Cheque, Banker’s cheque or Demand Draft. The EMD must be valid for 135 days. The EMD of unsuccessful Tenderer will be returned after the award of work while EMD of successful Tenderer can be adjusted at the discretion of the Embassy.

- Single Stage Two bid system (Financial and Technical Bid)
  The Tender shall be submitted in three sealed envelopes as described below:-
  Envelope “A” Earnest Money Deposit Cheque
  Envelope “B” Technical Bid Documents
  Envelope “C” Financial Bid Document

  And addenda or other enclosures as required in the tender.

  The three envelopes containing “A”, “B” & “C” of offers shall be duly super-scribed with above titles and "Description of work". The envelopes A, B and C to be put in another sealed envelope with the name of work written on top. The envelope “A” containing EMD shall be opened first and only those Tenderers who have fulfilled the requirements of the EMD will have the Technical part (Envelope B) of their bid opened and only those Tenderers who have fulfilled the requirements of the Technical information Envelope “B” shall have the Envelope “C” of their Bid opened. The decision of employer in this regard shall be final and binding on the tenders.

- In case the tender is not decided during validity period of tender i.e. within 90 days from date of opening of tender. The employer may request to extend the Tenderer(s) to extend the validity of tender for a further specified period beyond 90 days. Tenderer(s) shall be at liberty to extend the validity of tender and Earnest money Deposit for the specified period or withdraw from tender. Once the validity is extended in writing by Tenderer(s), they will not be permitted to withdraw from
tender. If Tenderer(s) withdraws his offer in between, the Embassy shall be at liberty to forfeit the EMD absolutely.

- The acceptance of the Tender shall be conditional and not finally binding upon the Employer until the actual contract signed between the Employer and the Contractor. Should the Contractor fail to sign the contract within the stipulated time or for any other reason withdraw his participation in the Tender, the Embassy may withdraw his 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 and thereupon the amount of Earnest Money Deposit (EMD) shall be confiscated by the Employer without any necessity for any legal or other formality or reference to judicial proceedings of proof of damage and without prejudice to the right of the Employer. No payment shall be released to the Contractor unless the agreement is signed.

- Any further information or clarification which the Tenderer may require in order to complete his Tender may be obtained from Mr. Mridu Pawan Das, Counsellor (Pol) & Head of Chancery, Embassy of India, Washington DC (Tel: 202.939.7074, Email: hoc.washington@mea.gov.in. All information requested by and supplied to one Tenderer will be supplied to all Tenderers.

- At any time prior to the date of opening of the proposals the Embassy may issue an addendum in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this acknowledged and so noted in the space provided in the Tender.

- Unless it is in formal manner described above, any representation or explanation to the Tenderer shall not be considered valid or binding on the Embassy as to the meaning of anything connected with the Tender Document.

- The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India to all Tenderers. Tenders received after this date will not be considered.

- **Force Majeure**: If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of such eventuality is given by either party to the other within 21 days from the date of concurrence thereof, neither party shall due to such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been resumed or not, shall be final and conclusive. Further, that if the performance in whole or part any obligation under this contract is prevented or
delayed by reasons of any such event for a period exceeding 60 days, party may as its option terminate the contract.

**Settlement of Laws and Arbitration**

- All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representatives rights, duties or liability of the parties shall 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 at New York jurisdiction.

- Tender may be disqualified for any reason including, but not limited to the following:
  - If Tenderer sets forth any conditions which are unacceptable to the Employer.
  - 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.
  - If there is evidence of collusion between Tenderers.
  - If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
  - If Bid price is disclosed before opening of Financial Bid.

(i) The attention of Tenderers 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 etc. All rates and sum inserted against items of works shall be exclusive of input tax. Amount for output tax shall be incorporated in Summary of Bid as specified therein.

(ii) If the Tenderer fails to quote separately for tax in the Main Summary of the bidding document as instructed, his bid price shall be deemed to be inclusive of tax and no adjustment will be made to his price in respect thereof.

- **Scope of Work:**

Scope of Work is enclosed in the Tender Documents as Annexure 'I'. Tenderers / Contractors are requested to quote the rates of individual items. In case, the Tenderer feels that any item is left out and is required for completion of the work, the same can be added in the schedule of items with full nomenclature of the item. Tenderer / Contractor shall satisfy himself of the quantities given in the schedule of quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project. The Tenderer/ Contractor may add to or deduct items,
quantities to the items, supplied in Schedule of Quantity as per the scope of the work, drawings and specifications provided in the tender document. As already clarified, the quantities in Schedule of Quantity shall not form part of the agreement and in no way have any bearing of the completion of the work as defined in the tender documents, however, the rates quoted shall be used for variation. It shall be the responsibility of the contractor to satisfy himself of the completion of the documents for the scope of work given to him. Nothing extra shall be payable if any additional information or detail is provided later on for carrying out the works stated in the documents.

- Contractor shall be deemed to have read carefully all the Tender Documents, Scope of Work and acquainted himself with the work by visiting the site. The quoted Lump-sum prices are inclusive and complete in all respect to make buildings functional as per the standard of Embassy of India’s work.

- Lump-sum Fixed Price / Amount as quoted in the “Form of Tender” shall be the basis for deciding the tender quote and the L-I Tenderer.

- No advance payment is permissible.

- Letter of guarantee for work is required.

- Contractors should have good experience in relevant field of work and submit recent list of jobs done with specified names of clients in the Technical bid.

- Tenderer should have satisfactorily completed (i) One similar work of 80% value of cost estimates, or (ii) Two similar works of 60% value of cost estimates, or (iii) Three similar works of 40% value of cost estimates during the last seven years as on October 31, 2017.

- Bank Solvency: Certificate of Solvency for 40% of value of estimated cost certified by the banker, not older than six months as on March 31, 2017 (as per format in attachment).

- Annual Turnover Criteria: The average annual financial turnover of the tenderer should be at least equal to 100% of the cost estimate during the immediate last three consecutive financial years, with duly supported statement signed by Chartered Accountant may be submitted. The tenderer should not have suffered any loss in more than two years during the last five financial years.
Form of Tender

Tender for work: (i) Comprehensive Abatement and Removal of all hazardous material in one building of Embassy of India located at 1438 U Street NW, Washington DC 20008, and (ii) Procurement of permissions and approvals from the local regulatory authorities and adjacent owners for this work.

TO:  Head of Chancery, Embassy of India, Washington DC

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Fixed Price Lump Sum of: 

______________________________

(exclusive of tax).

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

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

Signature ____________________________

in the capacity of -------

duly authorized to sign tenders for and on behalf of
Address:
Date: ____________________________
The tenderer will describe the extent of service trades offered.

### Schedule of Items
*(if applicable)*

Schedule of Prices

<table>
<thead>
<tr>
<th>Site / Area</th>
<th>Description</th>
<th>Work Required</th>
<th>Area m2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal

Tax

Total sum
Special Terms and Conditions

Working Condition

- The agency need to deploy the professional workers/technicians trained in the field. The quality and the time-limit should not be compromised under the supervision of the company’s person in-charge.

- If, at any time during the period of contract, it is observed by the Embassy or its authorized representative, that the services rendered by the company are not to the satisfaction of the corporation or any terms of the contract are violated, Embassy reserves the right to terminate the contract without any notice.

Administration of contract

Work will be authorized by means of a works order issued under the authority of Embassy of India, Washington DC.

Payment for work

- No Advance payment is permissible.
- A claim of work completed may be made by the service provider and is to be in the form of a tax invoice and is to show the following information:
  - Requirement of a tax invoice, Order Number
  - The date on which work was carried out at each location with description
- The claim/Invoices are to be addressed to Embassy of India
- Payment will be measured on a lump-sum basis upon satisfactory completion according to this specification

Maintaining service

- The contractor (service provider) is to maintain during the period of the contract the level and quality of service offered in the contract documents.

- Where necessary, specialized sub-contractors shall be employed by the contractor to ensure competent completion of section of works.

Responsibility of Contractor

- At no time during the continuance of the contract shall the principal or its representative, servant or agent act or be deemed to act in any manner whatsoever for or on behalf of the contractor or so as to relieve or release the contractor in any way from his contract responsibilities.
• No inspection or interim approval of the work or any part thereof made or given by Embassy of India, or its representative during the execution of works and prior to the final acceptance of the works at the end of the maintenance period, in accordance with the terms hereof shall relieve or release the contractor in any way, from his responsibility mentioned in (i) above.

• The contractor’s attention is drawn to his statutory obligations pursuant to the Health and Safety law in the country. No cost additional to the contract price shall accrue on account of the contractors obligations under the Act and the contractor shall indemnify the principal against costs arising from any failure of the contractor to meet his obligations.

• The contractor shall be the ‘the person in control of the work’ for the purpose of Act.

**Additional Requirements:**

The bidders must arrange insurance for accidents and any issues related to workers brought for the work quoted in the Bid. The Embassy of India, Washington DC shall not be liable for any insurance costs for compensation.

**Compliance**

The Contractor shall ensure that the conditions of the Health and Safety in Employment Act are strictly complied with. The Contractor will also comply with the requests from the staff of the Embassy.

**Quality of workmanship**

• All work is to be carried out as per best trade and accepted working practices, using current market of standards.
Annexure-I

Scope of Work

Name of Works:

(i) Comprehensive abatement and removal of all hazardous materials,
(ii) Disposal of all hazardous materials,
(iii) Procurement of permission and approvals from local regulatory authorities and adjacent owners for carrying out this work.

The work includes but not limited to the following:

• Comprehensive abatement and removal of all hazardous materials,

• Complete disposal of all hazardous materials from the site,

• Procurement of approvals and necessary permissions, as necessary, from regulatory authorities for abatement and removal of hazardous material.

• Procurement of necessary permissions, as necessary, from the adjacent owners.

• It should be noted that based on the DOEE website, the adjacent gas station is on the closed LUST (Leaking Underground Storage Tank) list. Abatement and removal activities must comply with all the measures required by DOEE and all applicable regulatory agencies pertaining to the presence of the closed LUST adjacent to the site.

• Schedule for abatement and removal of hazardous material

• Road closure or other facilities impact, staging and permissions from all applicable regulatory and other agencies granting permission for comprehensive abatement and removal of hazardous material

• Regulatory, OSHA and other agency approvals and coordination

*******
FORM OF BANKERS’ CERTIFICATE FROM A SCHEDULED BANK

(CERTIFICATE OF SOLVENCY)

This is to certify that to the best of our knowledge and information that M/s .......................................................... (Address), a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of US($................................................. (in words)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

Note: (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.