

No. WAS/Prop/872/01/2022
EMBASSY OF INDIA
Washington DC

TENDER NOTICE No. 18/2022

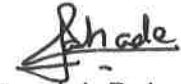
The Embassy of India, Washington DC invites proposal for "Installation of Mini Split AC for Data rooms at 2536 Massachusetts Ave, NW Washington DC-20008(Chancery 2)

2. Embassy's website <https://www.indianembassyusa.gov.in/Tender> and Central Procurement Portal (CPP) at <https://eprocure.gov.in/cppp/> may also be referred to for complete details, scope of work, and conditions of eligibility.

3. The bids should be submitted in three sealed envelopes {Envelope-A "Earnest Money Deposit" through a Cheque / Banker's Cheque / Demand Draft for US\$500.00 (US Dollars Five Hundred Only) in favour of "Embassy of India, Washington DC", Envelope-B "Technical Bid Documents", and Envelope-C "Financial Bid Documents"}. Three envelopes containing "A", "B" & "C" shall be duly superscripted with above titles and put in another sealed envelope superscripted with the title "Installation of Mini Split AC for Data room at Chancery2".

4. 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 shall be final and binding.

5. Last date for receipt of bids is Jan 25, 2022, till 1700 hrs. (EST).



(Vinod J. Bahade)
Head of Chancery
Embassy of India
Tel: 202.939.7041

Email: hoc.washington@mea.gov.in

INVITATION TO BID

Name of Works: Installation of Mini split AC for Data room at 2536 Massachusetts Ave, NW Washington DC-20008(Chancery -2)

Embassy of India, Washington DC, on behalf of the President of the Republic of India, hereby invites proposal for "Installation of Mini Split AC for Data room at Chancery2 . Details of tender are as under:

S. No.	Particulars	Annexure
(i)	Scope of Work	A
(ii)	Eligibility Criteria	B
(iii)	Instructions for bidding	C
(iv)	Special conditions of contract	D
(v)	Standard format for Bank Guarantee	E

SCOPE OF WORK

1. Need to Install for Air Conditioner for Data room located at 2536 Massachusetts Ave, NW -Washington DC (consular Wing)

ELIGIBILITY CRITERIA

The following shall be the eligibility criteria for selection of bidders at technical bid stage of the bidding process:

- (a) **Legally Valid Entity:** The Bidder/Bidding Firm should be a registered entity under relevant laws. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
- (b) **Experience:** The Bidder shall have experience of undertaking jobs as per scope of work for at least last three (3) years.
- (c) **Bidder's profile and financial status:** The bidder may provide the organization's profile and financial status in terms of annual turnover and taxes paid during the last three years.
- (d) As proof of having fully adhered to eligibility criteria, attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/High Commissions/Government Ministries/Departments/Public Sector Companies/reputed corporate organizations/multinational companies/ international clubs shall be attached with bid document.

Annexure-C

INSTRUCTIONS FOR BIDDING

- 1.1 For the purpose of Bidding / Tender Document, the Embassy of India, Washington DC shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to as 'Contractor' and / or 'Bidder' or interchangeably.
- 1.2 The tender document can be downloaded from the Embassy's website <https://www.indianembassyusa.gov.in/Tender> and Central Procurement Portal (CPP) at <https://eprocure.gov.in/cppp/> from Jan 4, 2023 onwards. The last date of submission of bids is Jan 25, 2023 till 1700 hrs. (EST).
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender document, 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 with EMD of requisite amount, 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, Embassy of India, Washington DC.
- 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/courier or by email to the Embassy of India, Washington DC. 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 This is a LUMPSUM FIXED PRICE TENDER with Extent of work as defined in the Scope of Work enclosed. The bidder shall examine the Tender Document 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.
- 1.9 Bidders are required to quote Lumpsum prices. Contractor 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

2. EARNEST MONEY DEPOSIT

- 2.1 The Earnest Money Deposit of US\$ 500.00 (US Dollar Five Hundred only) in the form of Account Payee Cheque / Banker's Cheque / Demand Draft issued by any reputed Bank drawn in favour of "Embassy of India, Washington DC" has to be submitted along-with the bid. The Account Payee Cheque / Banker's Cheque / Demand Draft must be valid for six (6) months.
- 2.2 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 Embassy in respect of any previous work shall be entertained.
- 2.3 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 EMD shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the Embassy of India Washington DC.
- 2.4 No claim shall lie against the Embassy 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.
- 2.5 The EMD 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.

3. VALIDITY OF BIDS

- 3.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 3.2 In case, client calls the bidder for negotiation, this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 3.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 3.4 **PRE-BID MEETING/SITE VISIT:** Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work during Jan 5 ,2023 to Jan 25, 2023 from 1000 hrs. to 1600 hrs. after fixing a prior appointment through e-mail on hoc.washington@mea.gov.in. A pre-bid meeting will take place on Jan 18, 2023 at 1600 hrs. The site address is 2536 Massachusetts Ave,NW Washington DC-20008. The bidders may also submit their queries by email on the aforementioned email ID which will also be discussed in the pre-bid meeting.

4. PREPARATION OF BIDS

- 4.1 **Language:** Bids and all accompanying documents shall be in **English** only. The technical as well as the financial bids should be submitted in two envelopes.
- 4.2 **Earnest Money Deposit:** Earnest Money Deposit of USD 500.00 in the form of Account Payee Cheque / Demand Draft / Pay Order to be submitted separately in a sealed envelope superscribed as “**Envelope A – Earnest Money Deposit**”
- 4.3 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the eligibility criteria. **All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as “Envelope B – Technical Bid”.**

4.4 **Financial Bid:** Bidder shall prepare the Financial Bid (lump-sum amount) as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as “**Envelope C- Financial Bid**”.

5. **SUBMISSION OF BIDS**

5.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid}. Tenders are to be submitted to the Head of Chancery, 2107 Massachusetts Avenue NW Washington DC -20008. 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.

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

ENVELOPE 'A' : EMD (Account Payee Cheque / Banker's Cheque / Demand Draft)

ENVELOPE 'B' : Technical bid

ENVELOPE 'C': Financial Bid

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

6. BID OPENING PROCEDURE

- 6.1 The Technical Bids (Envelope A) shall be opened in the Board Room of the Embassy of India, Washington DC on Jan 25 ,2022 at 1800 hrs. in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Embassy. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Embassy. The Financial bids (Envelope 'C') will be opened subsequently.
- 6.2 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.
- 6.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.
- 6.4 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.
- 6.5 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 6.6 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 6.7 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the eligibility criteria as specified in the Tender Document.

7. CLARIFICATION ON TECHNICAL BID EVALUATION

- 7.1 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 Embassy 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.
- 7.2 If a bidder does not provide clarifications of its bid by the date and time set in the Embassy's request for clarification, its bid may be rejected.
- 7.3 Embassy also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

8. PERFORMANCE SECURITY (PS):

- 8.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favour of 'Embassy of India Washington DC', payable at Washington DC in form of account payee Cheque / Banker's Cheque / Demand Draft / Bank Guarantee within fifteen days of the acceptance of the **Letter of Award (LoA)**. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the **service provider (SP)**. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.
- 8.2 The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for nonacceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Mission 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 SP's bill has been received and examined.
- 8.3 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 Embassy shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- 8.4 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 Embassy, which may have been issued to the SP, for carrying out work stipulated in the contract.

9. **Other Conditions, Force Majeure & Penalty Clause**

- 9.1 The Contractor should not sublet the work to any other agencies.
- 9.2 The contract can be terminated by the Embassy of India, Washington DC for unsatisfactory jobs /service. The decision of Embassy shall be final in this regard
- 9.3 On the expiry of the contract period, the contractor shall hand over site in good condition.
- 9.4 The contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Embassy's premises. The contractor would indemnify Embassy 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. Embassy would not be liable to pay any damages or compensation to such workers or to any third party.

- 9.5 In case of any complaint, either as regards the nature of service or as regards the behavior of workers on duty or otherwise, the contractor would be intimated and would be required to take corrective measures promptly.
- 9.6 Embassy of India 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 Embassy in this regard shall be final and binding on all.
- 9.7 Any wrong or misleading information will lead to disqualification.
- 9.8 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Embassy and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 9.9 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the contractor in the Mission's premises as stated in the eligibility criteria.
- 9.10 **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 even 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 resume 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 resume or not, shall be final and conclusive. Further, that if that performance in whole or part any obligation under this contract is prevented or construction.
- 9.11 **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 binding on the parties. The Arbitration will have its sittings at Washington DC jurisdiction.

- 9.12 Commencement of the works shall be effected 15 days from the date of issue of acceptance letter of intent or handing over the site, whichever is later.
- 9.13 The Period of Completion for the whole of the works is 90 days calculated from the Fifteen 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. If the work is not completed within stipulated time a liquidated damages will be levied.
- 9.14 The amount of Liquidated Damages payable by the Contractor to the Employer will be calculated @ 1% of accepted contract amount per week to be computed on per day basis limited to 10% of tender amount. The total amount of liquidated damage shall be limited to 10% of Accepted Tender Cost.
- 9.15 The Retention Money will be deducted @ 05% of the tender (for a period of one year). Retention Money release shall be regulated as per terms and conditions of the agreement.
- 9.16 The Defect notification period shall be Three Hundred Sixty Five (365) days.
- 9.17 The Embassy will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
- 9.18 The Tenderer must submit with his offer a list of Sub Contractors and Specialist names he proposes to use on the Works.
- 9.19 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

AGREEMENT

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Employer] (hereinafter called "the Employer") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, [brief description of works] and has accepted a Tender by the Contractor for the execution of those works in the sum of USD [Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The documents forming the Contract shall be interpreted in the following order of priority:
 - a) the signed Contract Agreement;
 - b) the Letter of Award by the Employer;
 - c) the Letter of Acceptance by the Contractor;
 - d) the completed Tender Submission Sheet as submitted by the Tenderer;
 - e) Work Methodology;
 - f) Scope of Work; and
 - g) Performance Guarantee
2. The Contract will be valid till completion of all the contractual obligations of the Contractor as per the Tender Document No. WAS/Prop/872/01/2022, dated Jan 4, 2023.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The parties hereto have caused this Agreement to be executed in accordance with the laws of the USA on the day, month and year first written above.

For the Employer:

Signature

Print Name

Title

For the Contractor:

Signature

Print Name

Title

PROFORMA OF BANK GUARANTEE

To

The Head of Chancery
Embassy of India, Washington DC

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Work Order No. _____ Dated _____ having been placed by Embassy of India, Washington DC with M/s (Name & Address of Contractor) for _____.

The conditions of this order provide that the Contractor shall,

- a. Arrange to carry out the services listed in the said order by the Client, as per details given in said order, and
- b. Arrange for the service support and provide the items to the Client on site as per the work order and bid documents.

M/s (Name of Contractor) has accepted the said work order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the work order No. _____ M/s. (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

Embassy of India, Washington DC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the Embassy of India, Washington DC under any security(ies) now, or hereafter held by the Embassy of India, Washington DC and no such dealing(s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Embassy of India, Washington DC hereunder or of prejudicing right of the Embassy of India, Washington DC against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy of India, Washington DC and liabilities of the Contractor arising upto and until date.....

Your right to recover the said sum of USD. _____ USD _____ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to US\$ _____ (USD _____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated _____.

Notwithstanding anything contained herein:

- 1 Our liability under this guarantee shall not exceed US\$.....(in words)
- 2 This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.
- 3 We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before
- 4 The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK