

EMBASSY OF INDIA
Washington DC

No.Was/Prop/872/06/2020

August 27, 2020

TENDER NOTICE No.18/2020

The Embassy of India invites 'Proposal for Repair/replacement of boiler of gas operated heating system in West Wing of Chancery I building located at 2107 Massachusetts Ave NW Washington DC -20008'.

2. Embassy's website [https:// https://www.indianembassyusa.gov.in/Tender](https://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 or Demand draft for US\$500.00 in favour of 'Embassy of India', Envelope-B "Technical Bid Documents", and Envelope-C "Financial Bid Documents"}. Three envelopes containing "A", "B" & "C" shall be duly superscribed with above titles and put in another sealed envelope superscribed with the title 'Proposal for Repair/replacement of boiler of gas operated heating system in West Wing of Chancery I building located at 2107 Massachusetts Ave NW Washington DC -20008'.

4. **Last date for receipt of bids is September 10 at 1200 hours.**



(S. Gopalakrishnan)

Counsellor (Pol) & Head of Chancery

Embassy of India

Tel: 202.939.7767

Email: hoc.washington@mea.gov.in

Embassy of India
Washington DC
INVITATION TO BID

Name of Works: The Embassy of India invites 'Proposal for Repair/replacement of boiler of gas operated heating system in West Wing of Chancery I building located at 2107 Massachusetts Ave NW Washington DC -20008'.

The Embassy of India invites 'Proposal for Repair/replacement of boiler of gas operated heating system in West Wing of Chancery I building located at 2107 Massachusetts Ave NW Washington DC -20008'.

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

| | | |
|----------------------------|------------|---|
| Technical Document: | Bid | |
| Document – I | | Press Notice, Invitation to Bid, Instruction to Bid, Scope of Work & Eligibility Criteria (Annexure A) |
| Financial Document: | Bid | |
| Document – II | | Form of Tender (Lump sum price to be quoted on this form by Bidder) |
| Document – III | | Schedule of Items |
| Document – IV | | Special Conditions of contract including standard formats for BG / Guarantee etc. |

The Tender shall be submitted in a Sealed Cover containing three sealed envelopes before 12:00 noon on September 20, 2020 in the office of Head of Chancery, Embassy of India, 2107 Massachusetts Ave, NW, Washington DC 20008. Any Tender received after this date and time will not be considered. Tender shall be opened on the last day of submission at 3:00 pm

The Tender shall remain valid for a period of Ninety days (90) 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 One Hundred Twenty (120) days with effect from the last date of submission stated above or any extended period. The EMD amount will be USD 500,000/-

The value of the Performance Security shall be Five Percent (5%) of the Contract Price.

Tenderer / Contractor shall quote his 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 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 of intent or handing over the site, whichever is later.

The Retention Money will be deducted @ 10% of the tender (for a period of six months). Retention Money release shall be regulated as per terms and condition of the agreement.

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.

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.

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

The Embassy will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.

The Tenderer must submit with his 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: The Embassy of India invites 'Proposal for Repair/replacement of boiler of gas operated heating system in West Wing of Chancery I building located at 2107 Massachusetts Ave NW Washington DC -20008'.

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 : Press Notice, Invitation to Bid, Instruction to Bid, Scope of Work & Eligibility Criteria

C) Financial Bid:

Document - II : Form of Tender

(Lump-sum price to be quoted on this form by Bidder)

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". 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.

All Tender documents (Documents – I to Document – IV) must be returned properly filled in and completed in all respects in accordance with the conditions and Provisions of the Tender Documents. No alteration shall be made by Bidders to the Tender Document unless otherwise permitted.

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 form shall not be altered. 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 an amount of **US\$500.00** to Employer in the form of **Cheque, Banker's Cheque or Demand Draft** in favour of **Embassy of India, Washington DC.** The EMD must be valid for 120 days. The EMD of unsuccessful bidder will be returned after the award of work while EMD of successfully bidder can be adjusted against Retention Money at discretion of the Embassy.

Two bid system (Financial and Technical Bid)

The Tender shall be submitted in three sealed envelopes as described below:-

Envelope "A" Earnest money Deposit (EMD) Cheque, Banker's cheque or Demand Draft

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 superscribed 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 bidders who have fulfilled the requirements of the EMD will have the Technical part (Envelope B) of their bid opened and only those Bidders who have fulfilled the requirements of the Technical information Envelope "B" shall have the Envelope "C" of their Bid opened. The decision of Embassy 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 120 days from date of opening of tender. The Embassy may request to extend the bidder(s) to extend the validity of tender and Earnest money/tender security deposit for a further specified period beyond 90 days. Bidder(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 bidder(s), they will not be permitted to withdraw from tender. If bidder(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 Embassy until the actual contract signed between the Embassy 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 **Mrs. Poonam Gupta, Second Secretary(Property), Embassy of India, Washington DC [Tel:202-939-7062], Email attprop.washington@mea.gov.in**. All information requested by and supplied to one bidder will be supplied to all bidders.

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 Bidder 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 Bidders. 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 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

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 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 Bidders.

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 Tenderer 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 bidder 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

Annexure

- i. Repair/replacement of boiler of gas operated heating system in East Wing of Chancery I building and removal of old boiler