

WAS/PROP/872/02/2025
Embassy of India, Washington DC

TENDER NOTICE No. 04/2025

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR
FOR
Replacement of lift at Embassy Residence, 2700 Macomb Street NW Washington
DC, USA 20008**

The Embassy of India in Washington DC requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **Replacement of lift at Embassy Residence, 2700 Macomb Street NW Washington DC, USA 20008**. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of **USD 13,000/-** or signed copy of Section 'VIII' must reach office of **Head of Chancery, Embassy of India, Washington DC at 2107 Massachusetts Ave NW Washington DC Tel No. 202.939.7034 email: hoc.washington@mea.gov.in** on or before **1700 hrs on 06th Jan 2026**. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the **Embassy of India, Washington DC** at <https://www.indianembassyusa.gov.in/Tender>

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India, Washington DC for Replacement of Lift at Embassy Residence, **2700 Macomb Street NW Washington DC, USA 20008**.

3. Location and description of Property:

Embassy Residence, 2700 Macomb Street NW Washington DC, USA 20008.

4. Scope of Work:

a. Installation, testing and commissioning of One(01) number of Elevator(lift) with following specifications:

- i. Equipment Type: Gear less
- ii. Capacity: 1200 lbs.
- lii. Stops : Stops (3 Front /0 Rear).

b. Project includes dismantling of old lift and its **disposal, installation, testing and commissioning of new lift along with entire associated Civil, Mechanical and Electrical Works to make the lift functional** . Scope of work also includes minimum of One(01) year warranty (which will be treated as Defect Liability Period) and Annual Maintenance Contract of Five(05) years from the date of successful completion of the work.

5. Period of Completion: 180 days from the date of starting the work at the site i.e. from dismantling of old lift till installation of new lift.

6. Site visit: Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit

the site after prior appointment with **Head of Chancery, Embassy of India, 2107 Massachusetts Ave NW Washington DC Tel No. 202.939.7034 e.mail: hoc.washington@mea.gov.in**

7. 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.

8. Submission: The proposals (bids) should be submitted in three parts: (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; and (ii) Financial Bid, which should be as per the format given in this tender. iii) Earnest Money Deposit, amount of USD 13,000/- or signed copy of Bid Security Declaration as per Section VIII. **The last date of submission of sealed bids is 1700 hrs on Jan 06, 2026** in the office of **Head of Chancery, Embassy of India, 2107 Massachusetts Ave NW Washington DC Tel No. email: hoc.washington@mea.gov.in**. Technical bids will be opened at **1500 hrs on Jan 07, 2026** in the Embassy of India, Washington DC. All pages of the submission document must be signed by authorised signatory.



(Prem Kumar)

FS (Head of Chancery)

Embassy of India

Tel: 202.939.7034

Email: hoc.washington@mea.gov.in

**TENDER FOR SELECTING CONTRACTOR
FOR
Replacement of lift at Embassy Residence, 2700 Macomb Street NW Washington
DC, USA 20008**

Tender Documents

Tender Contents

A. Technical Bid Documents:

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

B. Financial Bid Documents:

Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender - Financial bid letter (Section-VI)
(Fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII)** or Bid Securing Declaration (BSD) (Section-VIII)**

*Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

**** Section-VII & VIII – If EMD (Section-VII) has been submitted, there is no need to submit BSD (Section-VIII) and vice versa.**

**TENDER FOR SELECTING CONTRACTOR
FOR
Replacement of lift at Embassy Residence, 2700 Macomb Street NW, Washington
DC 20008**

Invitation to Tender

1. The Embassy of India in Washington DC invites Fixed Price Tender for **Replacement of lift at Embassy Residence, 2700 Macomb Street NW Washington DC, USA 20008**. The Fixed Price tender shall be on the basis of following tender documents.

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Form of Tender (price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for Bank Guarantee, etc.

2. The last date of submission of sealed bids is 1700 hrs on Jan 06, 2026 in the office of **Head of Chancery, Embassy of India, Washington DC Tel No. email: hoc.washington@mea.gov.in**. Technical bids will be opened at **1500 hrs** on Jan 07, 2026 in the **Embassy of India, Washington DC**. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on 1500 hrs on Jan 07, 2026 in the Embassy of India, Washington DC. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the **Embassy of India, Washington DC**.

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

5. Eligibility Criteria:

5.1 Permit: The Tenderer should have valid permit/registration from a competent local authority for carrying out the work in Washington DC in the Diplomatic property of the Embassy of India, Washington DC

5.2 Similar work: The Tenderer must have satisfactorily completed (i) one similar work of value of USD 5,20,000 or (ii) two similar works of value of USD 3,90,000 or (iii) three similar works of value of USD 2,60,000. Similar works would entail dismantling and installation of new lift.

5.3 Bank Solvency: Certificate of Solvency for amount of USD 2,60,000 certified by bank. The certificate should not be older than six months.

5.4 Annual Turnover: The average annual turnover of the tenderer should be equal to or more than USD 3,25,000 during the immediate last three consecutive financial years. .

5.5 Profit-Loss: The tenderer should not have suffered loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year.

6. Defects Liability Period: Defect Liability Period (DLP) shall be for a period of 12 months from date of completion of work. Contractor shall be bound to remove/rectify/replace any defects/defective work which is noticed during defects liability period at his own risk and cost. In case of noncompliance of removal/rectification/replacement of defective item of work or workmanship, the Embassy of India, Washington DC shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and /or any other money or guarantee of the Contractor Available with the Embassy of India, Washington DC. In case of defect/fault for any part, the warranty of which exceeds the Defect Liability Period, the contractor shall undertake to replace/repair the same within stipulated time.

7. Performance Security: 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work (Format of Performance Security is attached).

8. Financial quote & variations: Contractor/Bidder shall quote/provide detailed cost breakup of individual aspect of the work based on the enclosed scope of work. Financial quotation shall be inclusive of civil, electrical, mechanical, repair, installation and AMC work. The contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and contractor shall complete all the works as defined in the scope of work irrespective of the Bill of Quantities (BOQ)/details since these will not form part of agreement. However, the rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

9. Commencement: Commencement of the work shall be effected within Fifteen (15) days from the date of issue of letter intent/award.

10. Completion: The Period of Completion for the whole of the works is (180) days calculated from the date of commencement of works.

11. Advance Money: 30% of contract amount against equivalent Bank Guarantee. The advance money shall be released only after obtaining an unconditional bank guarantee bond from scheduled bank for amount of advance to be released and valid for the contract period.

12. Retention Money: 10% of contract amount of each bill for payment shall be deducted as retention money and shall be released at the time of completion of installation :

S No	Stage	Instalment release of sanctioned cost excluding AMC cost (A)	10% Retention money to be deducted from payment 10% of (A)	Final Amount to be paid after completion of respective stage	Cumulative Release
1	Advance Payment on signing of contract	30%	3%	27%	27%
2	On Supply of Equipment/Lift	30%	3%	27%	54%
3	On Completion of Civil/Electrical and Mechanical Work & Complete installation and functioning of lift	35%	-	41% (35 +3 +3) (Retention money deducted at Stage 1 and Stage 2)	95%
4	Retention money to be paid after completion of Defect Liability Period of 1 year from completion of work	5%	5%	5%	5%

Project Milestone & Indicative Timelines for AMC Charges (Retention money clause may not be applicable in case of payment of AMC).

S No	Stage	Instalment release of sanctioned AMC Charges	Cumulative Release
1	After completion of 1 st year of AMC	20%	20%
2	After completion of 2 nd year of AMC	20%	40%
3	After completion of 3 rd year of AMC	20%	60%
4	After completion of 4 th year of AMC	20%	80%
5	After completion of 5 th year of AMC	20%	100%

13. Arbitration:

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 sole arbitrator as mentioned above shall be final binding on the parties. The Arbitration will have its sittings at Washington DC jurisdiction.

14. Rejection: Embassy of India, Washington DC reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

15. Sub-contractors: The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. **Embassy of India, Washington DC** reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.

16. 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 sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

17. The proposed timeline for floating the tender is as follows :

<u>Events</u>	<u>Date</u>
Publishing of Notice Inviting Tender	Dec 15, 2025
Site visit by the Prospective Bidders	Dec 16, 2025 to Dec 26, 2025 (between 1000hrs to 1700hrs)
Pre-bid meeting at Embassy of India (2107 Massachusetts Ave NW, Washington DC)	Dec 29, 2025 at 1500 hrs
Last date of submission of bids	Jan 06, 2026 (upto 1700hrs)
Opening of Technical Bids	Jan 07, 2026 (1500hrs)
Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	Date to be intimated later

**TENDER FOR SELECTING CONTRACTOR
FOR
Replacement of Lift at the Embassy Residence, 2700 Macomb Street NW
Washington DC, USA 20008**

Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder (To be prepared and submitted by the Bidder)
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity (To be prepared and submitted by the Bidder)
Section - VI	:	Form of Bid (Fixed price to be quoted by Bidder)
Section - VII	:	Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.
Section-VIII	:	Bid Securing Declaration (BSD)

**If EMD (Section-VII) has been submitted by bidder, there is no need to submit BSD
(Section-VIII)**

1.2 Site visit: Physical visit to the site is advisable to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

1.3 Cost of Tendering - Embassy of India, Washington DC will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

1.4 Earnest Money Deposit/Bid Securing Declaration–

1.4.1 The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee (as per attached format) amounting to **USD 13,000/-** or Bid Securing Declaration (Section-VIII).

1.4.2 The bidder shall submit either Section-VII or Section-VIII.

1.4.3 Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Embassy of India, Washington DC for a period Three years from the date of publication of the Tender in which the default has happened.

1.5 Pre-bid meeting: A pre-bid meeting is scheduled at 1500 hrs on Dec 29, 2025 in Embassy of India, Washington DC. Interested bidders may contact the office of (Head of Chancery, Embassy of India, Washington DC Tel No. 202.939.7034 e.mail: hoc.washington@mea.gov.in) to attend the pre-bid meeting.

1.6 Fixed Price Tender: This is a FIXED PRICE TENDER with extent of Work as indicated in scope of works.

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

1.6.2 Bidders are required to quote detailed cost breakup of individual aspect of the work based on the enclosed scope of work. Financial quotation shall be inclusive of civil, electrical, mechanical, repair, installation and AMC work on "Form of Tender". Bidders may prepare schedule of quantity as per scope of work identifying items description, quantity and rates.

1.6.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

1.6.4 The Fixed Price/amount must be quoted both in figures and in words on the Form of Tender.

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

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

1.8 Tender and Schedule of Quantities

1.8.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

1.8.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

1.8.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

1.8.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

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

1.9 Final Tender Price - Decision on bid will be taken based on the final price quoted on the Form of Tender. The final price shall be inclusive of civil, electrical, mechanical, repair, installation and AMC Work. The Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

1.10 Errors and Rectification:

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

1.10.2 If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

1.10.3 If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

1.11 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with **Replacement of Lift at the Embassy Residence for (Embassy of India, Washington DC** which shall have following three sealed envelopes inside:

Envelope A: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as **"Technical Bid"**.

Envelope B: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as **"Financial Bid"**.

Envelope C: Should contain the document mentioned in Section-VII or Section-VIII. This envelope is to be super-scribed as **"EMD or BSD"** (as the case may be).

1.11.1 The last date of submission of sealed bids is 1700 hrs on Jan 06, 2026 in the office of (Head of Chancery, Embassy of India, Washington DC 2107 Massachusetts Avenue NW Washington DC 20008 Tel No. 202.939.7034 email: hoc.Washington@mea.gov.in).

1.11.2 The date and time for submission may be deferred by an official notification in writing issued by the **Embassy of India, Washington DC** to all Bidders. Tenders received after this date will not be considered.

1.11.3 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

1.12 Selection process:

1.12.1 Envelope B (Technical bids) will be opened at 1500 hrs on Jan 07, 2026 in the **Embassy of India, Washington DC**. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the **Embassy of India, Washington DC**.

1.12.2 The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.

1.12.3 A list of technically qualified bidders shall be prepared. Technically qualified bidders shall be informed and shall be invited for opening of the financial bids at prescribed date and time by the **Embassy of India, Washington DC**.

1.13 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the **Embassy of India, Washington DC**. **Embassy of India, Washington DC** may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

1.14 Amendments to Tender Document - At any time prior to the date of opening of the tender, the **Embassy of India, Washington DC** may issue an addendum in the Tender

Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the **Embassy of India, Washington DC**.

1.15 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact **Head of Chancery, Embassy of India, Washington DC at 2107 Massachusetts Ave NW Washington DC Tel No. 202.939.7034 e.mail: hoc.washington@mea.gov.in.**

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

1.17 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 of India, Washington DC** as to the meaning of anything connected with the Tender Document.

1.18 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

- 1.18.1** If tenderer sets forth any conditions which are unacceptable to the **Embassy of India, Washington DC**.
- 1.18.2** If there is evidence of collusion between Bidders.
- 1.18.3** If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
- 1.18.4** If Bid price is disclosed or become known before opening of Financial Bid.

1.19 Compliance with Laws and Regulations and Pricing of Schedule of Quantities -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

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

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

1.22 Payments:

- 1.22.1** All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the **Embassy of India, Washington DC**.
- 1.22.2.** The detailed work schedule and the payment schedule is as follows .

Advance Payment- 30% against unconditional Bank Guarantee of equivalent amount on signing of the agreement.

2. Retention Money –

10% of contract amount of each bill for payment shall be kept on hold as retention money and will be settled at the time of completion of installation :

S No	Stage	Instalment release of sanctioned cost excluding AMC cost (B)	10% Retention money to be deducted from payment 10% of (A)	Final Amount to be paid after completion of respective stage	Cumulative Release
1	Advance Payment on signing of contract	30%	3%	27%	27%
2	On Supply of Equipment/Lift	30%	3%	27%	54%
3	On Completion of Civil/Electrical and Mechanical Work & Complete installation and functioning of lift	35%	-	41% (35 +3 +3) (Retention money deducted at Stage 1 and Stage 2)	95%
4	Retention money to be paid after completion of Defect Liability Period of 1 year	5%	5%	5%	5%

3. Project Milestone & Indicative Timelines for AMC Charges (Retention money clause may not be applicable in case of payment of AMC).

S No	Stage	Instalment release of sanctioned AMC Charges	Cumulative Release
1	After completion of 1 st year of AMC	20%	20%
2	After completion of 2 nd year of AMC	20%	40%
3	After completion of 3 rd year of AMC	20%	60%
4	After completion of 4 th year of AMC	20%	80%
5	After completion of 5 th year of AMC	20%	100%

1.22.3 However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the **Embassy of India, Washington DC**, the progress payment shall be made by the **Embassy of India, Washington DC** on the basis of evaluation of work done.

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

1.23 **Embassy of India, Washington DC's right to waive** - The **Embassy of India, Washington DC** reserves the right to waive any deficiency in any tender where such waiver is in the interest of the **Embassy of India, Washington DC** except that no proposal will be accepted if the Earnest Money Deposit (EMD) or Bid Securing Declaration in lieu of EMD or/any of the preceding statutory documents was not submitted with the tender.

WAS/PROP/872/02/2025
(Embassy of India, Washington DC)

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FOR
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Section-II

2 Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

WAS/PROP/872/02/2025
(Embassy of India, Washington DC)

**TENDER FOR SELECTING CONTRACTOR
FOR**

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Section-III

3 Terms and Conditions of Contract

3.22 Quoted price is final fixed price inclusive of all taxes except VAT/Sales Tax. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

3.23 Quoted price shall be exclusive of VAT/Sales Tax. The quoted price should include charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.

3.24 Period of completion for the work is **180 days from the commencement of works at the site i.e. from dismantling of the old lift till installation of new lift.**

3.25 Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week calculated on a per day basis limited to maximum of 10% of the Tendered Cost or actual cost of the project.

3.26 Defect Liability Period (DLP) shall be for a period of 12 months from date of practical completion of work. Contractor shall be bound to remove/rectify/replace any defects/defective work which is noticed during defects liability period at his own risk and cost. In case of noncompliance of removal/rectification/replacement of defective item of work or workmanship, the Embassy of India, Washington DC shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and /or any other money or guarantee of the Contractor Available with the Embassy of India, Washington DC.

3.27 The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.

3.28 Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

3.29 Payment and Retention Money :- Payment and Retention Money may be released with progress of work. 10% of contract amount of each bill for payment shall be deducted as retention money and shall be released at the time of completion of installation :

S No	Stage	Instalment release of sanctioned cost excluding AMC cost (C)	10% Retention money to be deducted from payment 10% of (A)	Final Amount to be paid after completion of respective stage	Cumulative Release
1	Advance Payment on signing of contract	30%	3%	27%	27%
2	On Supply of Equipment/Lift	30%	3%	27%	54%
3	On Completion of Civil/Electrical and Mechanical Work & Complete installation and functioning of lift	35%	-	41% (35 +3 +3) (Retention money deducted at Stage 1 and Stage 2)	95%
4	Retention money to be paid after completion of Defect Liability Period of 1 year	5%	5%	5%	5%

Project Milestone & Indicative Timelines for AMC Charges (Retention money clause may not be applicable in case of payment of AMC).

S No	Stage	Instalment release of sanctioned AMC Charges	Cumulative Release
1	After completion of 1 st year of AMC	20%	20%
2	After completion of 2 nd year of AMC	20%	40%
3	After completion of 3 rd year of AMC	20%	60%
4	After completion of 4 th year of AMC	20%	80%
5	After completion of 5 th year of AMC	20%	100%

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

3.31 Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

3.32 Defects Liability Period will be 12 (Twelve) months from date of completion of work. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or

workmanship, the **Embassy of India, Washington DC** shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the **Embassy of India, Washington DC**.

3.33 On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

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

3.35 Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

3.36 Validity of the Contract: This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement, to not be later than _____, for a period of 1 (one) year.

3.37 Additional Work: Embassy of India, Washington DC shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Washington DC in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work authorized by Embassy of India, Washington DC shall be compensated at a rate mutually agreed to by the parties.

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

3.39 Withdrawal, Substitution and Modification of Tenders

The tenderer, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without the forfeiture of Bid Security/ EMD, provided these are received duly sealed and marked like the original tender, upto the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered. No bid may be withdrawn in the interval between the deadline for submission of the bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

3.40 The delay in payment, if any, by the Tendering Authority, shall not entitle the Contractor with the right to claim penalty/damages/interest/ compensation etc. in case of any persisting dispute between the parties.

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**TENDER FOR SELECTING CONTRACTOR
FOR
Replacement of Lift at Embassy Residence, 2700 Macomb Street NW Washington
DC, USA 20008**

Section-IV

4 Scope of Work

- a. Installation, testing and commissioning of One(01) number of Elevator(lift) with following specifications:
 - i. Equipment Type: Gear less
 - ii. Capacity: 1200 lbs.
 - lii. Stops : Stops (3 Front /0 Rear).
- b. Project includes Dismantling of old lift and its **disposal, installation, testing and commissioning of new lift along with entire associated Civil, Mechanical and Electrical Works to make the lift functional**. Scope of work includes Defect Liability Period of 01 (one) year along with warranty as per items or as offered by the contractor. Warranty period **will commence after completion of Installation of Lift**. Warranty is as per the items or as specified/mentioned by the contractor/bidder and Annual Maintenance Contract of Five(05) years from the date of successful completion of the work.

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Section-V

5 Schedule of Quantity

(To be submitted by the bidder)

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

Note: Please refer to Section-I of the document

5.22 Schedule of Quantities should be enclosed by Bidders.

5.23 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

5.24 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

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

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Section-VI

6 Form of Tender

(To be submitted by the bidder)

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 of: **(Amount to be indicated by the bidder in Number and words and also the currency)** exclusive of VAT/Sales 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:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

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**TENDER FOR SELECTING CONTRACTOR
FOR**

**Replacement of lift at Embassy Residence, 2700 Macomb Street NW Washington
DC, USA 20008**

Section-VII

7 Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract: **Replacement of lift at Embassy Residence, Embassy Residence, 2700 Macomb Street NW Washington DC, USA 20008.**

Name and Address of Beneficiary: **Embassy of India, Washington DC.**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Replacement of lift at Embassy Residence, Embassy Residence, 2700 Macomb Street NW Washington DC, USA 20008** at (**Washington DC**) for (**Embassy of India**), and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Earnest Money Deposit amounting to (**USD 13000/-**) or signed copy of Bid Security Declaration. In fulfilment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of (**USD 13000/-**).

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained herein above, the maximum liability under this guarantee is restricted to **USD 13000/-**.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) up to the (**date after 180 days from date of issue**) and claims under this guarantee should be submitted not later than (**date after 180 Days from date of issue**).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the (**USA**) and shall be subject to exclusive Jurisdiction of the (**USA**) Courts.

7. The tenderer, after submitting the tender, is permitted to withdraw, substitute or modify the tenders in writing without the forfeiture of Bid Security/ EMD, provided these are received duly sealed and marked like the original tender, upto the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered. No bid may be withdrawn in the interval between the deadline for submission of the bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

Date:
Name:

Place:
Signature:

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FOR
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Section-VIII

(This may be submitted by the bidder in lieu of the document at Section-VII)

8 Bids Securing Declaration

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be liable to be suspended for a period considered fit by the by Embassy of India, Washington DC from being eligible to submit Bids for contracts.

Date:
Name:

Place:
Signature:

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**TENDER FOR SELECTING Contractor
FOR
Replacement of lift at Embassy Residence, 2700 Macomb Street NW Washington
DC, USA 20008**

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **Replacement of lift at Embassy Residence, Embassy Residence, 2700 Macomb Street NW Washington DC, USA 20008**

Name and Address of Beneficiary: **Embassy of India, Washington DC, 2107 Massachusetts Avenue NW Washington DC 20008**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Replacement of lift at Embassy Residence, 2700 Macomb Street NW Washington DC, USA 20008 at Washington DC for Embassy of India, Washington DC**, and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Performance Security (5% of contract value-consultant's fee). In fulfilment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever.

2. This guarantee is valid for a period of ____ Days and upto (**date should be two months after the date of completion of work**) and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (**5% of the quoted amount**)

4. Notwithstanding anything to the contrary contained herein above, this guarantee is valid from (**date of issue**) up to the (**date should be two months after the date of completion of work**) and claims under this guarantee should be submitted not later than (**from date of expiry**).

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of (**USA**) and shall be subject to exclusive Jurisdiction of the (**USA**) Courts.

Date:

Name:

Place:

Signature: