

EMBASSY OF INDIA
Warsaw

No. WAR/872/2/2012

18 May 2018

TENDER NOTICE

The Embassy of India hereby invites sealed bids from experienced contractors/companies for the renovation of the Embassy Residence located at Al. Roz 3, 00-556 Warsaw

2. The websites of Embassy at www.indianembassywarsaw.in and Central Procurement Portal (CPP) at <https://eprocure.gov.in/cppp/> may kindly be referred to for complete details, Scope of Work (**Annexure-I**), conditions of tender and instructions to bidders. Bids may be submitted in original after checking these details.

3. The bids should be submitted in three separately sealed envelopes (Envelope-A “Earnest Money Deposit”, 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 together put in another sealed envelope superscribed with the title “Proposal for Renovation of Ambassador’s Residence at Al. Roz-3, 00-556 Warsaw”.

3. The last date for submission of bids is **11 June 2018.**

sd/-
(A. S. Takhi)
Counsellor & Head of Chancery
Embassy of India
Email: hoc.warsaw@mea.gov.in

**Government of India
Embassy of India, Warsaw**

INVITATION TO BIDDERS

Nome of the Works : Renovation of Ambassador's Residence at Aleja Roz 3, Warsaw 00-556

The Embassy of India, Warsaw, Poland on behalf of the President of India invites Lump sum Fixed Price Tender for **Renovation Ambassador's Residence at Aleja Roz 3, Warsaw 00-556**.

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

Technical Bid Document:	Bid
Document – I	Press Notice, Invitation to Bid, Instruction to Bidder, Scope of Work & Eligibility Criteria, Bid Security Declaration, Solvency Certificate
Financial Bid Document:	
Document - II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document - III	Conditions of contract including standard formats for Bank Guarantee etc.

The sealed Tender shall be submitted before 3.00 p.m. on or before 11 June 2018 in the Office of Head of Chancery at Embassy of India at Mysliwiecka 2, Warsaw -00-459. Any Tender received after this date and time will not be considered. The Technical bids shall be opened on the last day of submission at 15:30 hrs i.e. 11 June 2018.

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

The bidders are required to sign the Bid Securing Declaration attached with these documents. However, the successful bidder will be required to submit the Performance Bank Guarantee in the prescribed proforma. The value of the Performance Security shall be Five Percent (5%) of the Contract Price.

Contractor shall quote his Lump-sum Fixed Price Amount based on the enclosed **Scope of work in Annexure -A**. 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 Fifteen (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 @ five Percent (5%) of the value of the executed works limited to five percent (5) % of accepted tender Cost. 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 **240 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.

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. 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 Employer 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/she proposes to use on the Works.

The Embassy of India, 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 co-ordinating his work with various Sub-contractors and other bid-pack Contractors employed on the Works co-ordinating 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.

Address -

Embassy of India, Warsaw

Mysliwiecka 2, Warsaw- 00-459

Phone- +48-225400000

Fax: + 48-225400001/02

Section -I

INSTRUCTION TO BIDDERS

Renovation of Ambassador's Residence at Aleja Roz 3, Warsaw 00-556

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

- 1.0 The Bidding Documents comprise of:
- Section-I Instruction to bidders
 - Section-II Introduction of Bidder
 - Section -III Terms and condition
 - Section - IV Scope of work
 - Section - V Schedule of Quantity (to be prepared and submitted by Bidder)
 - Section - VI Form of Bid (Fixed price lump sum amount to be quoted by Bidder in the given format)

The schedule for bidding as follows:

Pre bid meeting date	: 21.05.2018 (10:30 hrs)
Bid submission (start date)	: 19.05.2018 (15:00 hrs)
Bid submission (end date)	: 11.06.2018 (15:00 hrs)
Bid Opening date (Technical)	: 11.06.2018 (15:30 hrs)

- 2.0 **Validity of Bid** - The Bid shall remain valid for a period of 180 days from the date of the opening of the bid or up to any mutually extended period.
- 3.0 **Cost of Tendering**- The Employer will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submittal of his Tender/bid.
- 4.0 **Lump Sum Fixed Price Tender**- This is a LUMPSUM FIXED PRICE TENDER with Extent of Work as shown in scope of works. The Tenderer shall examine the scope of work and other 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. The Tenderer shall visit and acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of this 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.
- 5.0 Criteria for Eligibility:
- (i) The applicant should have valid Certificate of Registration from the Council of Registration of Contractors of category A or B for building projects (as per local condition).
 - (ii) The applicant should have satisfactorily completed three similar works each costing PLN18,60,246.00 (40% of ECPT) or completed two similar works each costing not less than PLN 23,25,307.00 (50% of ECPT) or one similar work not costing less than PLN 37,20,492 (80% of ECPT), all excluding VAT during

- the last five years ending last day of the month previous to the one in which bids are invited.
- (iii) The applicant should be a profit making individual/company/firm. They should have not incurred any financial loss in more than 02 years in the last 05 years consecutive years.
 - (iv) The applicant should have Bank Solvency of PLN 18,60,246.00 excluding VAT, certified by a Banker. The certificates should not be older than 6 months.
 - (v) The applicant should have an average Annual Financial Turnover of not less than 50% of ECPT ie. PLN 23,25,307.00 (excluding VAT) on similar works during the immediate last three consecutive financial years.

6.0 Tender and Schedule of Quantities-

(i) **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. 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. The Contractor 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. 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. 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.**

(ii) Bidders are required to quote Lump sum fixed prices on “**Form of Tender**”. Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates. The total amount of schedule of quantity prepared by them should be transferred to **Form of Tender**.

(iii) The Lumpsum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be in **US dollar** only. In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

7.0 **Final Tender Price- Decision on bid will be taken based on the final price quoted on the Form of Tender.** Lumpsum Fixed Price/Amount as quoted in the “**Form of Tender**” shall be the basis for deciding the tender quote and the L1 bidder.

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.

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. If amount quoted on form 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.

- 8.0 The Bid shall be submitted in a large sealed envelope with three envelopes containing Technical Bid, Financial Bid and Earnest Money.

The Bid shall be submitted before 15:00 p.m. on or before 11 June 2018 at the **Embassy of India at Mysliwiecka 2, Warsaw- 00-459.**

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

- 9.0 **Opening of Bids- Technical** Bids shall be opened at 15:30 hrs on the last day of deadline of submission bids at the Embassy of India, Warsaw.

- 10.0 **Conditional Acceptance of the Tender-** The acceptance of the Tender shall be conditional and not finally binding upon the Employer. The Employer 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.

- 11.0 Any further information or clarification which the Tenderer may require in order to complete his Tender may be obtained from:

***Embassy of India
Mysliwiecka 2, Warsaw-00459
Tel No. +48-22-540000***

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

- 12.0 **Amendments to Tender Document-** At any time prior to the date of opening of the tender, the Employer 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 by email to the Employer.

Unless it is in formal manner described above, any representation or explanation by the Bidder shall not be considered valid or binding on the Employer 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 Employer to all Bidders. Tenders received after this date will not be considered.

- 13.0 **Disqualification of Tender-** Tender may be disqualified for any reason including, but not limited to the following:

a) If tenderer sets forth any conditions which are unacceptable to the Employer.

- b) 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.
- c) If there is evidence of collusion between Bidders.
- d) If Tender sets forth any offer to conditionally discount, reduce or modify its tender.
- e) If Bid price is disclosed before opening of Financial Bid.

14.0 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.***

15. Compliance with Tender Document- Bidder shall have deemed to have read carefully all the Tender Documents, Specifications and drawings etc and visited site. The quoted Lump sum Fixed price are inclusive of 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 Employer.

16. Fixed Priced Lump Sum Tender - Price escalation, in rates due to any reason such as change in foreign currency, 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.

17.0 All the payment shall be released as progress payments on the basis of certificate submitted by the contractor and satisfied by the employer. The detailed work schedule and the payment schedule would be furnished by the contractor to employer/consultant who will approve it before it forms part of the agreement. However in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Employer (Mission), the progress payment shall be made on the basis of evaluation of work done by the Employer(Mission). All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

18.0 Completeness of the Tender

The Employer shall not be responsible for any missing details and drawings which would otherwise be required for completion of the work as per the local mandatory norms or sound engineering practices so as to make the buildings/work functional as per the specifications envisaged in the tender documents. The Contractor shall allow all cost and charges in the tender price accordingly.

19.0 Employer's right to waive- The Employer reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Employer except that no proposal will be accepted if the Tender Security or/any of the preceding statutory documents was not submitted with the tender.

20.0 Mobilization Advance – The contractor may be provided mobilization advance equivalent to 30% of contract value on specific request from the contractor against an equivalent bank guarantee only.

- **ARBITRATION**

- a) If any dispute, difference or question at any time arises between the parties in respect of the meaning or interpretation of the terms and conditions of this Agreement or covering anything herein contained or arising out of this Agreement or the validity of the enforcement thereof which cannot be settled mutually or in case of termination as described in clause 12, shall within 30 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration. Within 30 days of the said notice, one Arbitrator shall be appointed by each of the disputing Parties by notice in writing to the other. The two Arbitrators shall select the Presiding Arbitrator, whose decision shall be final in case of difference of opinion between the two Arbitrators.
- b) The arbitration proceedings will 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.
- c) The Arbitration will have its sittings at Warsaw, Poland.
- d) The language to be used in the arbitral proceedings will be English.
- e) The Consultant shall continue to perform his duties as far as practicable with diligence notwithstanding the fact that a dispute has been referred to Arbitration or any dispute or difference has arisen. It is also the term of Agreement that if the Consultant does not make any demand for arbitration in respect of any item in writing within 30 days of receiving intimation from the Employer that the final bill is ready for payment, the claim of the Consultant will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the Agreement in respect of these claims.

22. FORCE MAJEURE

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 hereunder. 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.

Renovation of Ambassador's Residence at Aleja Roz 3, Warsaw 00-556

Section -II

**Introduction and Credentials of Bidder
(To be submitted by the bidder)**

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

Section -III

Terms and condition of Contract

Terms and conditions of contract:-

(i) Quoted price is final fixed lumpsum price inclusive of all taxes except VAT. 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.

(ii) Quoted price shall be exclusive of VAT.

(iii) Period of completion for the work is 240 calendar days. Liquidated damage shall be levied on contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damage shall be calculated @ 0.5% of contract amount per week limited to maximum 10% of contract amount. This shall be computed on per day basis.

(iv) Defects liability period shall be 365 days 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. For water proofing work, the guarantee for the work shall be 10 years from date of completion.

(v) Performance Bank Guarantee (PBG):- Performance guarantee @ 5% of contract amount in the form of Bank guarantee shall be deposited within 15 days of issue of Letter of intent. Letter of award of work shall be issued on receipt of performance guarantee. The performance guarantee shall be released on record of satisfactory practical completion of work.

(vi) Commencement date of work shall be counted from the next day of Issue of letter of award or from the date of handing over of site whichever is later.

(vii) Retention money:- Retention money @ 5% of contract amount from each bill for payment shall be deducted. 50% of retention money shall be released after 180 days of practical completion of work. The entire balance retention money shall be released at the end of defects liability period after satisfactory performance of work / workmanship of the work during defects liability period.

(viii) Contractor's all risk policy:- A suitable Contractor's all risk policy shall be obtained by contractor at his own expense as per the prevailing local practice/local law before commencement of work. Mission shall be indemnified from any mishappening /accident at site.

(ix) Workmen Compensation policy:- A suitable Contractor's all risk policy as per prevailing local practice/local law shall be obtained by contractor at his own expense before commencement of work. Mission shall be indemnified from any mishappening/accident at site.

(x) No escalation on rates due to delay in works shall be admissible.

(xi) Each Running bill payment shall be made for at least 4% of physical progress.

(xii) Specification: The item of work / materiel 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 items. Sound engineering practice should be adopted in all items of work execution.

(xiii) Contractor is bound to complete the work once they deposit the performance bank guarantee and signs the contract agreement. In case of non-completion of work or showing no intention to complete the work within stipulated time of completion of work or within approved extended time of completion of work, the mission shall be at liberty to forfeit retention money, performance guarantee and any other dues of contractor available with department.

(xiv) Contractor is also bound to rectify/ replace the defective item of work or workmanship which may come to notice during defects liability period or within the the guarantee period of water proofing work at his own risk and cost. In case of non-compliance of removal / rectification/ replacement of defective item of work or workmanship, the employer 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 Employer.

(xv) 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.

(xvi) Terms of payment

(i) Mobilization advance upto 30% of the total value to be paid at the time of signing of the contract against furnishing of matching Bank Guarantee.

(ii) Instalments @10% of the total value will be paid succeeding months of works signed/certified by the supervisor.

(ii) Last instalment of 10% of the total value of work will be paid after the satisfactory completion of work certified/approved by the Client.

Renovation of Ambassador's Residence at Aleja Roz 3, Warsaw 00-556

Section -IV Scope of work

- Roof, attic and loft:-
 - Renovation Works of roofing and flashings
 - Replacement of Lightning Installations
 - Attic Renovation and replacement of thermal insulation of the roof
 - Renovation of a loft (partial replacement installation, upgrading bathrooms, painting, renovation of floors)
- Works on the basement level
 - Plasters, Replacement of floors and floor panels, insulation, floor finishing works
 - Partial replacement of sanitary installations and supplement; Partial replacement and supplement central heating and sanitary installations; - Wall insulation using method of structural injection; Replacement of windows and doors.
- Renovation of building garage
 - Construction works (replacement of floors, plaster restoration, painting)
 - Exchange of Central Heating
 - The replacement of electrical installations
 - Replacement of roofing, and roof structure
 - Replacement of the door to the garage and the other doors and Windows
 - Supporting the work necessary for the implementation of the basic scope of work
- Terraces and balcony
 - Replacing the floors on the terraces
 - Replacing the insulation on the terraces
 - Repair of railings
- Works on the facades
 - Renovation of the façade (complete plaster, painting)
 - Repair of architectural details
 - Replacement of Windows and exterior doors
 - Stair renovation
 - Restoration of security grills
- Interior works
 - The demolition of the walls
 - Removal of flooring
 - Interior door replacements
 - Installation of window sills
 - Wooden flooring

- Plastering and painting, plasters precious
- Ceramic linings
- Accessories for bathrooms
- Electrical installations-no lighting fixture

- Entry square and storm water sewage
 - Exchange surface of the entry square with a layer of the ground
 - Replacement of storm water sewers

- Fence repair
 - The Replacement of 40% plaster
 - Painting whole plasters
 - Replacement of the metal part of fence

The above works will include removal of garbage from the site. Guarantee of work should be valid for 1 years from the date of completion of work. The bid prepared by the bidder and all correspondence and other documents pertaining to the contract which are exchanged by the parties, shall be in English language and the amount in US Dollars. The property is a heritage building under the Conservator of Warsaw. All approvals related to renovation work from the Conservator has already been obtained and copies may be provided to the successful bidder.

Section -V
Schedule of Quantity
(To be submitted by the bidder)

Section - VI

Form of Tender

(To be submitted by the Bidder in following format)

TO: **Head of Chancery,
Embassy of India, Warsaw**

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 VAT.

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: _____

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 suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

Date _____

Signatures_____

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s/ Sh. Having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of PLN/USD.....
(.....).

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.

Performance/Service Guarantee Format

To

Embassy of India
Mysliwiecka 2, 00-459, Warsaw

Whereas ----- (Name of the company) herein called " the Bidder" has undertaken, in pursuance of Contract No. ----- dated ----- to provide ----- hereinafter called " the Contract".

And whereas it has been stipulated by you in the said contract that the ----- shall furnish you with a Bank Guarantee by a recognised Bank for the sum specified therein as security for compliance with our performance obligations in accordance with Contract.

And whereas we have agreed to give the ----- a Guarantee.

Therefore, We hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of ----- (amount of the Guarantee (in words) and (figures) 5% of Tendered cost/Contract Award and we undertake to pay you upon your first written demand declaring the ----- to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ----- (amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the ----- day of ----- 20--

(Signature and Seal of Guarantors)

Date :

Address:

