

# **GOVERNMENT OF INDIA**

## **EMBASSY OF INDIA ANTANANARIVO**

**Name of Works: Renovation works at Chancery building**

### **Tender Documents**

**Period of Completion: 90 days**

Government of India  
Embassy of India  
Antananarivo

### **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)

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

#### **B. Financial Bid Documents:**

- Document II : Schedule of Quantity / Items (BOQ) for Variations – Bidder to give his anticipated quantity of each item along with rates. Additional items may be quoted by Bidder. (Section-V)
- Document III : Form of Tender - Financial bid letter (Section-VI)  
(Lump sum fixed price to be quoted on this form by Bidder)
- Document IV : Standard formats for Earnest Money Deposit / Bid Security / Guarantee, etc. (Section-VII)

**Government of India  
Embassy of India  
Antananarivo**

**INVITATION TO TENDER**

**Name of the Works: Renovation & Rearrangement in Chancery building in  
Embassy of India, Antananarivo**

The Embassy of India, Antananarivo for and on behalf of the President of India invites Lump-sum Fixed Price Tender for renovation works at Chancery building.

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

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

The Tender shall be submitted before 3.00 p.m. on or before .....in the Office of Head of Chancery,..... at 4,Lalana Rajaonson Emile, Tsaralalana BP 1787, Antananarivo, Madagascar.

Any Tender received after this date and time will not be considered. Technical Tender only shall be opened on the last day of submission at the office of Head of Chancery by the Committee formed by the Ambassador in this regard.

The Tender shall remain valid for a period of Ninety (90) days from the date of opening or any extended period.

**Eligibility Criteria:** The Tenderer should have valid permit / registration from a competent local authority for carrying out renovation and building works in Madagascar. The Tenderer should have satisfactorily completed three similar works each of similar nature. Similar works mean – Renovation for diplomatic buildings / buildings of international importance, office buildings, Hotels, Shopping Malls, Apartment complex, etc..

**Annual Turnover criteria:** The annual turnover of the tenderer should be 1.5 times of the renovation cost works during the immediate last three consecutive financial years. The tenderer should not have suffered a loss in any of the previous five financial years.

**Defect Liability Period:** Defects Liability period will be six months from completion of project.

**Performance Security:** 5% of the contract value 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.

Contractor shall quote his Lump-sum Fixed Price based on the enclosed **Scope of Work**. 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 within Fifteen (15) days from the date of issue of Acceptance letter to Letter of Intent or handing over the site, whichever is later.

The Period of Completion for the whole of the works is **90 days** calculated from the Fifteen days from the date of issue of Acceptance Letter to Letter of Intent or handing over the Site, whichever is later. Such 15 days period being defined as the mobilization period.

**Mobilisation Advance:** 10% of contract amount and up to maximum of 30% against equivalent Bank Guarantee.

**Retention Money:** 5% of contract amount for six months i.e., till the Defect Liability Period is over.

**Arbitration:** Disputes shall be settled in accordance with UNICITRAL. The venue of Arbitration shall be Antananarivo, Madagascar.

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 Specialists names he proposes to use on the Works.

The Embassy of India, however, will always have 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 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 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.

Address: 4, Lalana Rajaonson Emile, Tsaralalana BP 1787, Antananarivo, Madagascar;  
Email: hoc.aanarivo@mea.gov.in  
Fax: 00-261-20-2233790.

## Section-I

### **INSTRUCTION TO BIDDERS**

- 1.0 The Bidding Documents comprise of:
- |              |  |
|--------------|--|
| Section-I    | Instruction to bidders   |
| Section-II   | Introduction and Credentials of Bidder   |
| Section -III | Terms and conditions of Contract   |
| 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) |
- 2.0 **Validity of Bid** - The Bid shall remain valid for a period of 90 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 on 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 **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 Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be ARIARY only. In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

- 6.0 **Final Tender Price - Decision on bid will be taken based on the final price quoted on the Form of Tender.** Lump-sum 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 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.

- 7.0 **Two Bids system shall be followed. The Bid shall be submitted in a large sealed envelope with two sealed envelopes containing Technical Bid and Financial Bid along-with Earnest Money Deposit (EMD).**

**The Bid shall be submitted before 3.00 p.m. on or before ..... at the Embassy of India, Antananarivo, 4, Lalana Rajaonson Emile, Tsaralalana BP 1787, Antananarivo, Madagascar.**

**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.**

- 7.01 **Earnest Money Deposit - Demand draft or Banker's cheque  
N.B. (2% of cost estimate may be fixed and mentioned here)**

- 8.0 **Opening of Bids** - Bids shall be opened at 3.30 pm on the last day of submission at the Embassy of India.

- 9.0 **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

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

***Mr. Digvijay Nath,  
Head of Chancery, Embassy of India, Antananarivo  
4, Lalana Rajaonson Emile Tsaralalana BP 1787,  
Antananarivo, Madagascar  
Tel: 00261-20-2223334, 2227156;  
e-mail: [hoc.aanarivo@mea.gov.in](mailto:hoc.aanarivo@mea.gov.in)***

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

11.0 **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 to 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.

12.0 **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.

13.0 **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.*

14. **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 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.

15. **Lump-Sum Fixed Price 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.

16. All payments 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.

17.0 **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.

## 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 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 Conditions of Contract**

#### **Terms and conditions of contract:-**

- (i) Quoted price is final fixed lump-sum 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. The quoted price should include lump-sum charges for Labour / transportation and civil works required / necessary, if any, for complete installation.
- (iii) Period of completion for the work is **90 days**.
- (iv) 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% of contract amount per week limited to maximum 10% of contract amount. This shall be computed on per day basis.
- (v) Defects liability period shall be as per Warranty Period of the equipment and six months for the civil work executed 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.
- (vi) 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.
- (viii) 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.

(ix) Payment:- Payment may be released through Running Account Bills duly certified by Consultant / Mission and strictly linked with pre-determined stages of progress of work a. Advance of 10-30% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Embassy of India; b. RA Bills for x% of accepted tender cost in stages as per payment schedule; c. 10% of accepted tender cost after completion of work in all respects; and d. 5% of accepted tender cost after handing over to the Employer / Client for beneficial use to be released after six months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to Employer / Client who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.

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

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

(xv) 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 items. Sound engineering practice should be adopted in all items of work execution.

(xvii) Defect Liability Period will be six months from completion of Project. 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 guarantee period. 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.

(xix) 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.

#### Section-IV

#### Scope of work

**Introduction:-** **Scope of work** given below is tentative. The bidder may inspect the site and understand the full scope of work.

#### **Scope of Work-**

- ...
- ....
- ...



Section-V

**Schedule of Quantity**

**(To be submitted by the bidder)**

S.No.	Items	Cost
i)		
ii)		
iii)		
iv)		
v)		

{Also, forward NIT copy for reference in case the Mission wants to add feature as per requirement}

Section-VI  
**Form of Tender**

(To be submitted by the Bidder in following format)

TO: **Ambassador**

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 **Lump-Sum Fixed Price** of: \_\_\_\_\_

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: \_\_\_\_\_