

**EMBASSY OF INDIA  
Vienna**

**TENDER NOTICE**

ON BEHALF OF THE PRESIDENT OF REPUBLIC OF INDIA, SEALED BIDS ARE INVITED FROM EXPERIENCED CONTRACTORS FOR RENOVATION OF INDIA HOUSE THE **RESIDENCE OF THE AMBASSADOR OF INDIA, VIENNA, AUSTRIA at SPITZERGASSE 2, 1180 VIENNA**

PLEASE REFER TO WEBSITE OF EMBASSY OF INDIA <https://www.eoivienna.gov.in/> OR <https://eprocure.gov.in/epublish/app> FOR COMPLETE DETAILS, SCOPE OF WORK, CONDITIONS AND INSTRUCTIONS TO BID. SEALED BIDS MAY BE SUBMITTED IN ORIGINAL AFTER CHECKING THE DETAILS ON CPP PORTAL.

THE LAST DATE OF SUBMISSION OF BIDS IS **4 MARCH 2019 AT 1500 HRS.**

PLEASE CONTACT MR. SUNNY CHERRY, (TEL.NO. 00-43-68861044444) FOR CLARIFICATIONS & SITE VISIT.



FIRST SECRETARY (POL & COM)

11 FEBRUARY, 2019

TEL. NO.0043-1-505866615

EMAIL ID: pol.vienna@mea.gov.in

## TENDER NOTICE

**SUBJECT :** TENDER RENOVATION OF RESIDENCE OF AMBASSADOR, VIENNA, AUSTRIA AT SPITZERGASSE 2, 1180 VIENNA.

The Embassy of India, Vienna request professional firms to submit Tender for renovation of India House the Residence of Ambassador of India, Vienna, Austria.

**Scope of Work** – The comprehensive scope of work for the renovation of India House the Residence of Ambassador, Vienna, Austria is as listed below:

- i. Replacement of existing Roof with new roof covering, including repair and replacement of existing wooden roof structure, wherever necessary.
- ii. Replacement of all external single-pane windows with double-glass insulated windows made of extruded Aluminium sections finished , door opening in the balcony / open terraces including the main door of the houses and wooden/ tiles flooring in all the floors/ areas.
- iii. Re-finishing & repairs of all Internal doors shutters, which are of good quality wood but have been painted white, with good quality melamine polish after removing existing white paint.
- iv. Replacement of Internal Heating System with more updated system and to provide and install VRV / VRF based split air-conditioning system in the entire house.
- v. Replacing the old kitchen with new modern kitchen & pantry and comprehensive renovation of all toilets including providing of all fixtures and fittings of quality befitting the house for the Ambassador of India and replacement of all existing Plumbing & sanitary infrastructure.
- vi. Scrapping of all internal plaster / paints from the internal wall ceiling surfaces which have or may not have asbestos contents and re-finishing the same with new plaster, smooth wall finishes with POP and paints etc.
- vii. Providing new Electrical wiring, switches, MCB, internal electrical panels and electrical light fittings.
- viii. Repairs in the internal wooden staircases and replacement of existing carpet put on these steps with new carpet matching the decor of the house.
- ix. Replacement of boundary fence with new boundary wall up to 2.0 M high. Design and material of the new boundary wall should be as per Design Guidelines / Parameters of the Local Municipal Regulations.
- x. Re-construction of retaining wall in the lawns.
- xi. Re-laying of lawns by replacing top layer of the earth up to 300mm depth with new good quality earth added with suitable manure, grass cover and termite treatment to get rid of any pest, insects etc
- xii. Re-casting main steps to the ground floor level in reinforced concrete and finishing them with more suitable materials like rough-finish granite.
- xiii. New paving around the building with proper protection against water seepage.

- xiv. Re-laying of main driveway with proper exterior quality heavy duty paving material like granite cobbles, laid after proper water drainage.
- xv. Fire Alarm system in the House.
- xvi. Installation of CCTV and Security Alarm System (Approximately 16 CCTV cameras and magnetic sensors for windows & doors)

2. Interested firms can visit the site from 18 February, 2019 to 25 February 2019 after prior appointment with Mr. Sunny Cherry in Embassy of India (Tel. 00-43-6886104444 )/ e-mail [property.vienna@mea.gov.in](mailto:property.vienna@mea.gov.in).

3. The last date of submission of sealed bids is 4 March, 2019 in the office of First Secretary (Pol & Com), Embassy of India, Vienna, Austria.

4. The participating firms may see and download the tender details with tentative scope of work, the terms and conditions, etc. from the Embassy of India's website. Any queries or comments may be addressed to First Secretary (Pol & Com).

**GOVERNMENT OF INDIA**

**Embassy of India, Vienna**

**Name of Works: Renovation works at India House, Spitzergasse 2, 1180  
Vienna the Residence of Ambassador, Vienna, Austria.**

**Tender Documents**

**Period of Completion: 365 days**

Government of India  
Embassy of India, Vienna

# 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)
- Document I – S-VIII : Bid Security Declaration (Section-VIII)

\*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, Vienna**

**INVITATION TO TENDER**

**Name of the Works: Renovation of India House, Spitzergasse 2, 1180 Vienna the Residence of Ambassador of India, Vienna, Austria.**

**Embassy of India, Vienna** for and on behalf of the President of India invites Lump-sum Fixed Price Tender for renovation works at **India House, Spitzergasse 2, 1180 Vienna the Residence of Ambassador of India, Vienna, Austria.**

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 4 March 2019 in the Office of First Secretary (Pol & Com) Sh. Aniket Govind Mandavgane at Embassy of India, Karntner Ring 2 (2<sup>nd</sup> Floor), 1010 Vienna.

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 First Secretary (Pol & Com) 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 in the residences Embassy of India, Vienna. The Tenderer should have satisfactorily completed **(i) one similar work of 80% value of cost estimates or (ii) two similar works of 60% value of cost estimates or (iii) three similar works of 40% value of cost estimates.** Similar works mean – fixing/replacement of electrical work for diplomatic buildings / buildings of international importance, office buildings, Hotels, Shopping Malls, Apartment complex, etc.

**Bank Solvency :** Certificate of Solvency for 40% of value of estimated cost certified by banker, not older than six months.

**Annual Turnover criteria:** The annual turnover of the tenderer should be equal to 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 twelve 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 **365 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 **12** months i.e., till the Defect Liability Period is over.

**Arbitration:** Disputes shall be settled in accordance with UNCITRAL. The venue of Arbitration shall be **Vienna**.

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.

**EOI, Vienna, Austria** 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: Kärntnerring 2 (2nd Floor), 1010 Vienna, Austria

Email: pol.vienna@mea.gov.in

Fax: 00-+43 1 505 8666

## 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 Euro 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 three sealed envelopes containing Technical Bid and Financial Bid along-with Earnest Money Deposit (EMD) or Bid Securing Declaration.**

**The Bid shall be submitted before 3.00 p.m. on or before 4 March 2019 at the Embassy of India in Vienna, Kärntnerring 2 (2nd Floor), 1010 Vienna, Austria.**

**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 or Bank Guarantee or Online payment to Mission's account no AT21 1200 0230 1150 0400 (BKAUATWW) or Bid Securing Declaration (Annexure -VIII). EMD is fixed at Euro 100000/- (Euro One Hundred Thousand Only)**

- 8.0 **Opening of Bids - Bids shall be opened at 3.30 pm on the last day of submission at the EOI, Vienna, Austria.**

- 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:

*Aniket Govind Mandavgane,*

*First Secretary (Pol & Com),*

*EOI, Vienna, Austria*

*Kärntnerring 2 (2nd Floor), 1010 Vienna, Austria*

*Tel: 00-43-1-505866615;*

*e-mail:pol.vienna@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.**

14.0 **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.

15.0 **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.

16.0 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the EOI, Vienna, Austria. The detailed work schedule and the payment schedule would be furnished by the Contractor to **EOI, Vienna, Austria** 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 Mission, the progress payment shall be made by the Consulate General of India on the basis of evaluation of work done. 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 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.

## **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 **365 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 day 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 twelve 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 15 days of Issue of Letter of Acceptance 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 Certified Engineer and **EOI, Vienna, Austria** and strictly linked with pre-determined stages of progress of work. Advance of 10% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of **EOI, Vienna, Austria**; b. RA Bills for 5% 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 **EOI, Vienna, Austria** for beneficial use to be released after 12 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 **EOI, Vienna, Austria** 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 **12** 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 Consulate General of India 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 **EOI, Vienna, Austria.**

(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-**

The comprehensive scope of work for the renovation of India House the Residence of Ambassador, Vienna, Austria is as listed below:

- i. Replacement of existing Roof with new roof covering, including repair and replacement of existing wooden roof structure, wherever necessary.
- ii. Replacement of all external single-pane windows with double-glass insulated windows made of extruded Aluminium sections finished, door opening in the balcony / open terraces including the main door of the houses and wooden/ tiles flooring in all the floors/ areas.
- iii. Re-finishing & repairs of all Internal doors shutters, which are of good quality wood but have been painted white, with good quality melamine polish after removing existing white paint.
- iv. Replacement of Internal Heating System with more updated system and to provide and install VRV / VRF based split air-conditioning system in the entire house.
- v. Replacing the old kitchen with new modern kitchen & pantry and comprehensive renovation of all toilets including providing of all fixtures and fittings of quality befitting the house for the Ambassador of India and replacement of all existing Plumbing & sanitary infrastructure.
- vi. Scrapping of all internal plaster / paints from the internal wall ceiling surfaces which have or may not have asbestos contents and re-finishing the same with new plaster, smooth wall finishes with POP and paints etc.
- vii. Providing new Electrical wiring, switches, MCB, internal electrical panels and electrical light fittings.
- viii. Repairs in the internal wooden staircases and replacement of existing carpet put on these steps with new carpet matching the decor of the house.
- ix. Replacement of boundary fence with new boundary wall up to 2.0 M high. Design and material of the new boundary wall should be as per Design Guidelines / Parameters of the Local Municipal Regulations.
- x. Re-construction of retaining wall in the lawns.
- xi. Re-laying of lawns by replacing top layer of the earth up to 300mm depth with new good quality earth added with suitable manure, grass cover and termite treatment to get rid of any pest, insects etc
- xii. Re-casting main steps to the ground floor level in reinforced concrete and finishing them with more suitable materials like rough-finish granite.
- xiii. New paving around the building with proper protection against water seepage.
- xiv. Re-laying of main driveway with proper exterior quality heavy duty paving material like granite cobbles, laid after proper water drainage.
- xv. Fire Alarm system in the House.
- xvi. Installation of CCTV and Security Alarm System (Approximately 16 CCTV cameras and magnetic sensors for windows & doors)

**Section-V**

**Schedule of Quantity**

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

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



## Section-VI

### Form of Tender

(To be submitted by the Bidder in following format)

TO: **First Secretary (Pol & Com), EOI, Vienna, Austria**

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: \_\_\_\_\_

## Section-VII

### Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract:-

Name and Address of Beneficiary:- EOI, Vienna, Austria Kärntnerring 2 (2nd Floor), 1010 Vienna, Austria.

Date :

Whereas M/s (Name of Contractor with address)\_\_\_\_\_ have submitted their tender for Name of work : \_\_\_\_\_ at location for Embassy of India in (Country name)\_\_\_\_\_, 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 (Euro)**100000/- (Euro One hundred thousand Only)**. 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 Local currency \_\_\_\_/- ( Local currency \_\_\_\_\_ Only).

This guarantee is valid for a period of **180Days** 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.

Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (Local currency) \_\_\_\_/- ( **LC in words \_\_\_\_\_ Only**)

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

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.

This guarantee shall be governed and construed in accordance with the laws of the (Country Name)\_\_\_\_ and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (country Name)\_\_\_\_\_ Courts.

Date \_\_\_\_\_ Signatures \_\_\_\_\_

## **Section-VIII**

### **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 \_\_\_\_\_



## Specifications of the Work

The following are general specifications, list of Brands / Makes for the Interior renovation in the Embassy Residence

S. No.	Space Description	Specifications	Remarks
1.0	<b>Flooring</b>		
	<b>Drawings room, Dining, Master bed room and other bedrooms:</b>	Min. 18mm thick Natural wooden flooring, Makes - Boen, Lamett, Kahrs, Junker.	
	<b>Main lobby and other main circulation areas:</b>	1 <sup>st</sup> Class Italian Marble along with other suitable Italian marble like Satvario Perlato, Rosso Verona, Fire red or Dark Emberadore in design.	
	<b>Other circulation areas outside the building:</b>	Granite (gang-saw cut size) in leather finish of approved samples (Shade & Texture) in lobby and single size on treads and risers of steps of staircase.	
	<b>Store and Gym.</b>	Vitrified tile flooring.	
2.0	<b>Wall Finishes</b>		
	<b>Skirting:</b>	75mm high skirting of matching floor finish	
	<b>Dado:</b>	Up to 2100 high / door height Vitrified tiles in Patry / Toilets	
	<b>Wall Finishing:</b>	Interior quality emulsion paint of velvet touch External – texture paint matching the existing quality and finish	
3.0	<b>Doors &amp; Windows / Ventilators</b>		
	<b>Existing Door frames:</b>	All internal existing door frames and shutters to be scraped and re-finished in Melamine polish.	
	<b>New Door Shutter:</b>	New door shutters, if required shall be maded matching the existing quality of wood and design and finished in melamine polish.	
	<b>Hardware:</b>	Hettich, Hafele	
	<b>Windows:</b>	Replace all existing single pane windows, exernal doors with fully insulated Wood-finish extruded Aluminium section and double galzzed windows / doors, in the entire house, meeting Local body regulations applicable for Historic Preservation Zone in Vienna.	

<b>4.0</b>	<b>Kitchen / Pantry</b>		
	<b>Kitchen / Pantry:</b>	Design, fabrication, supply and installation of entire kitchen and pantry on modular design pattern having built-in storage arrangement for utensils, cutlery, grains and for gadgets like exhaust chimney and cooking range. Space for loose kitchen gadgets like microwave, mixture & grinder, oven etc.  Makes ; Steelcase, Vitra, Hermann Miller	
	<b>under-counter cabinets:</b>	All kitchen under counter shall have best quality stainless steel carcasses and hardware of Hetich or its equivalent.	
	<b>Overhead cabinets shutters:</b>	All kitchen cabinet shutters shall be made in post-formed water-proof & termite proof block-board along with some glass / glass panelled shutters as per approved design.	
<b>5.0</b>	<b>Wardrobes</b>		
	<b>Wardrobes / Storage Cabinets:</b>	Remodeling all existing wardrobe to suit present-day wardrobes, making arragne for clothes hanging, drawers and shelves, etc. And with new wardrobe shutters and if required, making additional cabinets in similar design and finish.	
<b>6.0</b>	<b>Toilets</b>		
	<b>Flooring</b>	Beige or Grey verified tiles of import quality, Italian Marble as per design	
	<b>Wall Finishes &amp; Celing finish</b>	<p>Skirting: Internal – Velvet Touch by IIC or Asian, Wood work- PU Polish</p> <p>Dado: High Glazed Vitrified tiles / ceramic tile dado up to ceiling height.</p> <p>Wall Finishing: Flat enamel paint on the ceiling</p>	
<b>7.0</b>	<b>Plumbing &amp; Sanitary Works</b>		
<b>A)</b>	<b>Plumbing &amp; Sanitary Piping works</b>	Replacement of all existing Water suply and sanitary infrastructure u-PVC pipes which shall be propey concealed for external aesthitics	
<b>B)</b>	<b>Sanitary fixures</b>		
	<b>WC:</b>	Wall-hung WC of Hindware italian series, Kohler, Grohe	

	<b>Wash basin:</b>	Wash-basin of Hindware matching italian, Kohler, Grohe
	<b>Sink for Kitchen:</b>	Stainless Steel sink
<b>8.0</b>	<b>Electrical Items</b>	
	<b>Switches &amp; Lighting fixtiures:</b>	<p>Replacemnt of all electrical infrasture like existing electrical conduites, wires &amp; Switches.</p> <p>Makes; – Finolex, Polycab, Havelles; Conduit – BEC, AKG; DB – Legrand, L&amp;T, ABB; Panels – Advance, Tricolite, Anbit; Switches- Schneider, Flos, Regent, Xal</p>
	<b>HVAC:</b>	<p>Providing new VRV airconditioning in the enrtire house excluding basemenst and attic floor to maintain 20 degrees +/- 1;</p> <p>Makes; O’General, Mitsubishi, Daikin, Toshiba</p>
	<b>Blinds:</b>	<p>Provding Roman / Roler blinds for all the windows, Make; Vista, Mac, &amp; Hunter Douglas</p>

## Draft Contract/ Agreement for Renovation work at Embassy of India, Vienna

The Agreement is to be prepared in three parts as detailed below:

**Part-I:-** It shall contain all the correspondence with M/s **(name of the Contractor)** commencing from the date of receipt of tenders, Tender Document-Volume-I with front cover and index (as per enclosed Agreement Part-I of III)

**Part-II:-** It shall contain Tender Document, Volume-II and Tender Document, Volume-III (as per enclosed Draft Agreement Part-II of III)

**Part-III:-** It shall contain Tender Document Volume-IV alongwith Tender Drawings (as per enclosed Draft Agreement Part-II of III)

Stamp Paper of requisite amount as per requirement of local laws, may please be procured for signing of the Agreement.

The Agreement shall have two original copies and five duplicate copies. The distribution of the Agreement copies to be made as given below:

- |    |                           |  |
|----|---------------------------|--|
| 1. | Embassy of India/HCI/ CGI | Original Copy (to be kept in safe custody) |
| 2. | Contractor                | Original Copy (to be kept in safe custody) |
| 3. | Embassy of India/HCI/CGI  | Certified True copy (for working)          |
| 4. | GEM Division              | Certified True copy                        |
| 5. | Project Management Team   | Certified True copy                        |

It is suggested to get copies of the Agreement done immediately after signing by both the parties but before binding and sealing of the same because the Photostat copies made after binding will not be proper and convenient. Binding and Sealing of all the three parts needs to be proper.

All the True copies of the Agreement may be certified by the **Embassy of India, HCI/ CGI (Name of Mission)** before forwarding the same to all concerned. Stamp showing "Certified True Copy" may be affixed on every page of the True Copy.





**EMBASSY/HIGH COMMISSION/CONSULATE GENERAL (Name of the Mission)**

**Renovation work in Chancery/Embassy Residence/Name of the site Embassy of India, HCI/ CGI (To be filled by the Mission).**

Total Parts of the Agreement: Three

Agreement Part I of II

Contract/ Agreement between  
The President of the Republic of India  
(represented through Ambassador/High Commissioner/  
Consul General of India **(Name of the Mission/Post)**)

And

**Name of Contractor (along with Full Address)**

## INDEX

### Agreement Part-I of III

S. No.	Document	Page No.
1	Agreement on Stamp Paper (as per local law)	
2	Letter of Commencement issued vide No. ___ dated ___ <b>(To be filled by Mission)</b>	
3	The Letter of Acceptance issued vide No. ___ dated ___ <b>(To be filled by Mission)</b>	
4	Tender Document (Vol.-I):The Conditions of Contract	
5	Copy of Bank Guarantee for Performance Security/Deposit for ___(Amount) <b>(To be filled by Mission)</b>	
6	Handing Over of Site by the Employer to the contractor vide No. dated ___ <b>(To be filled by Mission)</b>	
7	Detailed Work Schedule and Payment Schedule as per the conditions of contract	

Stamp Paper  
(of values as per Local Bye Laws) **(To be filled by the Mission)**

### CONTRACT

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 2019 between  
The President of the Republic of India acting through-----**(Name to be filled up by the Mission)**, Ambassador/ High Commissioner/ Consul General of India, **(Name of the Mission/Post)** (Address) (Hereinafter referred to as the "Ambassador"/ "High Commissioner" which expression shall unless repugnant to the context, include its successors in office and assigns) of the First Part.

And

M/s **(Name & Address of Contractor)** signed by \_\_\_\_\_ **(Name to be filled up by Mission)** under the seal of \_\_\_\_\_ **(Company name to be filled up by the Mission)**

FOR

**Renovation work in Chancery/Embassy Residence (Name of the work to be filled up by Mission) in Embassy/High Commission/Consulate General of India, \_\_\_\_\_”(To be filled by Mission)**

**The Embassy/High Commission/Consulate of India & the Contractor agree as follows:**

1. In this contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:-
  1. The Letter of Acceptance issued vide No. \_\_\_\_\_ dated \_\_\_\_\_ **(To be filled by Mission)**
  2. The Letter of Tender issued vide No. \_\_\_\_\_ dated \_\_\_\_\_ **(To be filled by Mission)**
  3. Tender Document I-S III Terms and conditions of Contract (Section III)
  4. Tender Document I-S-IV - Scope of work (Section IV)
  5. Tender Document : Document II -Schedule of Quantity/Items(BOQ) for variations
  6. Tender Document : Document III-Financial bid letter (lump sum fixed price quoted on this form)
  7. Tender Document : Document IV-Standard formats for Earnest Money Deposit/Bid Security/Guarantee, etc.
  8. Copy of Bank Guarantee for Performance Security for USD -----**(To be filled by Mission)**
  9. The letter of Handing Over of Site issued by the Embassy of India vide No----- -dated to the contractor vide No.**(To be filled by Mission)**
  10. Mobilisation Advance.
  11. Detailed Work Schedule as per the conditions of contract

12. Bid Security Declaration/Retention Money/

3. The accepted Contract Value is (Amount in Local currency) (Amount in words.....) (To be filled by Mission)

4. In consideration of the payments made by the **(Name of the Mission/Post)** to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the **(Name of the Mission/Post)** to execute and complete the work and remedy any defects therein in conformity in all respects with the provisions of the Contract.

5. The **(Name of the Mission/Post)** hereby covenants to pay the Contractor in consideration of the execution and completion of the work and remedying of defects therein the Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Demolition Waste - The Contractor/Company acknowledges that demolition waste is property of the **(name of the Mission/Post)**. The Contractor will remove all Demolition Waste as desired by the **(name of the Mission/Post)**, and dispose off in keeping with local regulations.

7. Provision for Inclement Weather - Time lost due to inclement weather shall be added to the Time of Completion. The Contractor will record time and weather and submit for approval to the **(name of the Mission/Post)**.

"Inclement Weather" means the existence of rain or abnormal climatic conditions (whether these be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working".

8. Site Access: The Embassy shall provide to the Contractor suitable access to the site of property during the period from \_\_\_ to \_\_\_ **(To be filled by Mission)** between 7.00 AM to 6.00 PM. If for any reason, the **(name of the Mission/Post)** unilaterally decides not to provide suitable access to the Contractor/Company and its workers during these times, the Embassy unconditionally agrees to compensate the Contractor/Company with as many full days to be credited against liquidated Damages for every day lost thereby.

9. Security- The **(name of the Mission/Post)** agrees the Security Risk for the property shall be with the Owner who is solely responsible for security of the site unless otherwise agreed in writing.

10. Insurance - The Contractor has full responsibility for safety and security of the workers etc. i.e., Public Risk, Workers Compensation and Contractors All Risk Insurance. The Embassy would not be responsible in any way for this.

11. Terms of Payments:-

i. **(To be filled by the Mission as indicated in the the final Contract)**

12. Retention Money/Security Deposit - 10% of accepted contract value to be deducted from running bills, 50% of this retention money shall be released after **180 days** of completion of work. The entire balance retention money shall be released at the end of

defect liability period after satisfactory performance of work/workmanship of the work during defects liability period.

13. Liquidated Damages @ 0.5% of accepted contract value per week basis subject to maximum of 10% of contract value to be levied for any delays in the execution of work, attributable to the Contractor.

14. Commencement of works shall be effected within Fifteen(15) days from the date of issue of acceptance letter by Contractor or handing over the site by Embassy of India, whichever is later.

15. **Performance Security Deposit** – 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 after sixty (60) days on record of satisfactory practical completion of work.

16. Defect liability period will be 365 days from the date of completion of work. The Contractor shall be responsible to make good and remedy at his own expense within defect liability period in all respect.

17. Completion Period – The renovation work has to be completed within \_\_\_(To be filled by Mission) days of award of work.

18. Contractor is liable for damages in work area:

i) The Contractor shall protect from injury/damages from any cause whatsoever all work and supply of any other requisite protection for the whole work executed by him or special damage caused must be made good by the Contractor at his own expenses.

ii) Should the work be suspended by reason of rain, strike, lockouts or any other disturbing cause, the Contractor shall take all precautions necessary for the protection of the work at his own expenses, and shall make good any damage arising from any of the cause.

19. Insurance in respect of damages to persons and property:

i) The Contractor shall be responsible for all injury to persons, animals or thing and damage to structural and decorative works and damage to neighbouring properties, which may arise from the operation or neglect of himself or of any nominated Landscape Contractors or their employees, whether such injury or damage arise from carelessness, accident or any other cause which is in any way connected with the carrying out of this contract. This clause shall be held to include, inter alia, any damage to buildings and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expense arising from any such injury or damage to persons or property as aforesaid, and also in respect of any claim made in respect of injury or damage under any Act of Govt. Or otherwise, and also in respect of any award or compensation or damages subsequent upon such claim.

ii) The Contractor shall reinstate all damage to property or every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every

respect, and so as to make good or otherwise satisfy all the claims for damage to the property of third parties.

iii) The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party, in respect of anything which may arise in connection with the works or in consequence thereof.

20. Employer Safety Policy: i) Throughout execution of the work, Contractors shall conform to all lawful requirements, which in any case affect or are applicable to the work and shall observe and comply with applicable safety and health rules and regulations.

ii) The safety of the workers employed by the Contractor will be the exclusive responsibility of the Contractor and the Contractor will ensure compliance with all Site Safety regulations in force on the site.

iii) The Contractor will be responsible for the insurance as per the laws of Govt. Of \_\_\_\_\_, of his workers and employees employed or otherwise present on the site and the Contractor indemnifies the Employer against any claims or suits arising out of any adverse event occurring in the execution of this Contract.

21. Arbitration – In the event of any dispute or difference arising at any time between the parties relating to the construction, meaning or effect of this tender or any other cause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this tender or otherwise in relation to the terms; whether during the continuance of this tender or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations.

It, however, such negotiations are infructuous, Arbitration shall be carried out as per provisions of UNCITRAL. The venue of arbitration shall be New Delhi.

Any reference to arbitration shall be not relieve either party from the due performance of its obligations under this tender.

22. 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 the contract the contractual obligations as far as affected by such event shall be suspended for as long as 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.

Signed by:-	Signed by:-
For and on behalf of the Embassy of India in the presence of	For and on behalf of the Contractor in the presence of
Witness-1	Witness-1

Name _____ Address _____ Date _____	Name _____ Address _____ Date _____
Witness-2 Name _____ Address _____ Date _____	Witness-2 Name _____ Address _____ Date _____