

## NOTICE FOR INVITING TENDER

### NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.

The President of India acting through the Embassy of India in Brussels requests proposals in sealed envelopes from appropriately qualified and adequately experienced contractors for repairing cornice and external wooden windows in the Chancery Building, Brussels. The proposal duly completed in the prescribed format as per Notice Inviting Tender (NIT) must reach the office of the Head of Chancery, Embassy of India, 217, Chaussee de Vleurgat, 1050, Ixelles, Brussels, Telephone No.: +32 26451853; email- [hoc.brussels@mea.gov.in](mailto:hoc.brussels@mea.gov.in) **on or before 1700 hrs 19<sup>th</sup> September 2024**. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Embassy of India, Brussels at <https://indianembassybrussels.gov.in/tenders.php>

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor for the Embassy of India, Brussels for the repair of the wooden cornice and windows of the Chancery building in the Embassy of India, Brussels.

**3. Location and description of Property:**

Embassy of India, 217,  
Chaussee de Vleurgat,  
1050, Ixelles, Brussels

**4. Scope of Work:** Attached at Section IV - (Annexure 'A')

**5. Period of Completion:** 30 days

**6. Site visit:** A physical visit to the site is advisable to have a general idea about the extent of work required and the amount of involvement by the Contractor. Interested firms can visit the site from 1000 hrs to 1500 hrs after a prior appointment with Shri Sandeep Kumar, Attache (Administration & Estt ) Embassy of India, Brussels, Telephone No.: +32465647870; email- [adm.brussels@mea.gov.in](mailto:adm.brussels@mea.gov.in)

**7 Submission:** The proposals (bids) should be submitted in two parts: (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; and (ii) Financial Bid, which should be as per the format given in this tender. The last date for submission of sealed bids is **1700 hrs on 19<sup>th</sup> September 2024** in the office of Shri Neeraj Kumar, Head of Chancery, Embassy of India, 217, Chaussee de Vleurgat, 1050, Ixelles, Brussels. Telephone No.: +32 26451853; email- [hoc.brussels@mea.gov.in](mailto:hoc.brussels@mea.gov.in). Technical bids will be opened on 20<sup>th</sup> September 2024 or the following working days in the Embassy of India, Brussels. All pages of the submission document must be signed by an authorised signatory.

**TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

**Tender Documents**

Tender Contents

**A. Technical Bid Documents:**

Document I	: Invitation to Tender
Document I – S-I	: Instruction to Bidders (Section-I)
Document I – S-II	: Introduction and Credentials of Bidder (Section-II) *
Document I – S-III	: Terms and Conditions of Contract (Section-III)
Document I – S-IV	: Scope of Work (Section-IV)

**B. Financial Bid Documents:**

Document II	: Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with quality specifications and rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)
Document III	: Form of Tender - Financial bid letter (Section-VI) (Lump sum fixed price to be quoted on this form by Bidder)
Document IV	: Standard format for Bid Securing Declaration (BSD) (Section-VII)

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

**TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

**Invitation to Tender**

1. The President of India acting through the Embassy of India in Brussels invites Lump-sum Fixed Price Tender for repairing the cornice and external wooden windows in the Chancery Building, Brussels. The Lump-sum Fixed Price / Amount tender shall be on the basis of the following tender documents:

<b>Technical Bid Document:</b>	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Introduction and credentials of Bidders, Terms & Conditions of contract, Scope of Work & Eligibility Criteria
<b>Financial Bid Document:</b>	
Document- II	Schedule of Items
Document- III	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- IV	Standard formats for Bid Securing Declaration

2. The last date for submission of sealed bids is 19<sup>th</sup> September 2024 in the office of Shri Neeraj Kumar, Head of Chancery, Embassy of India, 217, Chaussee de Vleurgat, 1050, Ixelles, Brussels. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on the 20<sup>th</sup> September 2024 or the following working days in the Embassy of India, Brussels. Applicants may send their representative to be present during the opening of bids after obtaining prior permission from the Embassy of India, Brussels.

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

5. Eligibility Criteria:

**5.1 Permit:** The Tenderer should have a valid permit/registration from a competent local authority for carrying out work on the Diplomatic property of the Embassy of India.

**5.2 Similar work:** The tenderer should have satisfactorily completed similar works (means repairing the wooden cornice and windows ) during the last 7 years for at least (i) One similar work of

cost equivalent to Euros 49,539/- or (ii) Two similar works each of cost equivalent to Euro 36,540/- or (iii) Three similar works each of cost equivalent to Euros 24,773/-.

**5.3 Bank Solvency:** Certificate of Solvency certified by the bank for 24,773/- Euros. The certificate should not be older than six months.

**5.4 Annual Turnover:** The annual turnover of the tenderer should not be less than Euro 39,000/- during the immediate last three consecutive financial years.

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

**6. Defects Liability Period:** The defect's Liability period will be twelve months from the date of completion of work.

**7. Performance Guarantee:** 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work. Bank Guarantee shall be deposited within 15 days of issue of Letter of Intent. The agreement with the L-1 bidder will be signed on receipt of Performance Guarantee. (Format of Performance Guarantee is attached).

**8. Financial quote & variations:** Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

**9. Commencement:** Commencement of the works shall be effected within Fifteen (30) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 30 days' period being defined as the mobilization period.

**10. Completion:** The Period of Completion for the whole of the works is 30 days calculated from the date of commencement of works.

**11. Mobilisation Advance:** i) Maximum 10% of contract amount against equivalent Bank Guarantee. The mobilization advance shall be released only after obtaining a bank guarantee bond from scheduled bank for amount of advance to be released and valid for the contract period. The advance to be given is an interest free loan submitted for mobilisation of Contractor.

ii) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.

**12. Retention Money:** 5% of contract amount of each bill for payment shall be deducted.

**13. Code of integrity:** All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement processes or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall also have to avoid the following prohibited practices such as (I) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

**14. Conflict of Interest:** The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

**15. 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 AGREEMENT 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 AGREEMENT or otherwise in relation to the terms; whether during the continuance of this AGREEMENT or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations. If, however, such negotiations are infructuous, Arbitration shall be carried out as per provisions of UNCITRAL. The venue of arbitration shall be Brussels. Any reference to arbitration shall not relieve either party from the due performance of its obligations under this AGREEMENT.

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

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

**18.** 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.

**-Sd-**  
**(Neeraj Kumar)**  
**Head of Chancery**  
**Embassy of India,**  
**217, Chaussee de Vleurgat,**  
**1050, Ixelles, Brussels**

**TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

**Section-I**

**1. INSTRUCTION TO BIDDERS**

**1.1** The Bidding Documents comprise of:

Section-I	: Instruction to bidders
Section-II	: Introduction and Credentials of Bidder
Section -III	: Terms and conditions of the Contract
Section- IV	: Scope of work
Section- V	: Schedule of Quantity
Section - VI	: Form of Bid
Section - VII	Bid Securing Declaration (BSD)

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

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

**1.4 Bid Securing Declaration–**

**1.4.1** The bidder shall submit the Bid Securing Declaration (Section-VII).

**1.4.2** Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.

**1.5. Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

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

**1.5.2** 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.

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

**1.5.4** 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.

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

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

### **1.7 Tender and Schedule of Quantities**

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

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

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

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

**1.7.5** The company makes the necessary calculations regarding the adequacy of the boilers to be used.

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

**1.8 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.

### **1.9 Errors and Rectification:**

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

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

**1.9.3** 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.

**1.10 Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with 'Repair of cornice and windows , Embassy of India, Brussels', which shall have following three sealed envelopes inside:

**Envelope A:** Should contain the document mentioned in Section-VII. This envelope is to be super-scribed as "**BSD**"

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

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

First, the envelope containing Bid Securing Declaration (BSD) shall be opened. Technical bid of only those bidders shall be opened who have submitted a valid Bid Securing Declaration.

**1.10.1** The last date of submission of sealed bids is 19<sup>th</sup> September 2024 in the office of Shri Neeraj Kumar, Head of Chancery, Embassy of India, 217, Chaussee de Vleurgat, 1050, Ixelles, Brussels.

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

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

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

**1.12 Amendments to Tender Document** - At any time prior to the date of opening of the tender, the Embassy of India, Brussels may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Embassy of India, Brussels.

**1.13 Clarification:** Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Shri Neeraj Kumar., Head of Chancery, Embassy of India, 217,

Chaussee de Vleurgat, 1050, Ixelles, Brussels. Telephone No.: +32 26451853; email-[hoc.brussels@mea.gov.in](mailto:hoc.brussels@mea.gov.in).

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

**1.15** Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy of India, Brussels as to the meaning of anything connected with the Tender Document.

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

**1.16.1** If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Brussels.

**1.16.2** 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.

**1.16.3** If there is evidence of collusion between Bidders.

**1.16.4** If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

**1.16.5** If Bid price is disclosed or become known before opening of Financial Bid.

**1.17 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, taxes (VAT), etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

**1.18 Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted 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 Embassy of India, Brussels.

**1.19** Price escalation due to any reason shall not be permitted.

**1.20 Payments:**

**1.20.1** All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Embassy of India, Brussels.

**1.20.2** The detailed work schedule and the payment schedule would be furnished by the Contractor to the Embassy of India, Brussels who will approve it before it forms part of the agreement.

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

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

**1.21 Embassy of India, Brussels's right to waive** - The Embassy of India, Brussels reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Brussels except that no proposal will be accepted if the Bid Securing Declaration (BSD) /any of the preceding statutory documents was not submitted with the tender.

## **TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

### **Section-II**

#### **2. Introduction and Credentials of Bidder**

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

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

## **TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

### **Section-III**

#### **3. Terms and Conditions of Contract**

3.1 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.

**3.2 Quoted price shall be exclusive of VAT.** The quoted price should include lump sum charges for Labour/transportation and civil/ technical works required/ necessary, if any, for complete installation.

**3.3** Period of completion for the work is 30 Days.

**3.4 Liquidated damages** shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. It shall be 0.5% per week of delay limited to 10% of accepted tender cost. This shall be calculated on per day basis for each day of delay.

**3.5 Defects liability period** shall be as per Warranty Period of the equipment and 365 days from the completion of the project. 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. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Embassy of India, Brussels shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Embassy of India, Brussels.

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

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

**3.8 Payment:** - Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:

3.8.1 Mobilization Advance of maximum 10% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Embassy of India, Brussels. A valid Bank Guarantee should be available for the amount of outstanding advance at all times.

The recovery of mobilization advance from Running Bills shall commence after 10% of work

is completed and the entire amount shall be recovered by the time 80% of the work is completed.

3.8.2 Running Account (RA) Bills for 10% of accepted tender cost upto 90% including Mobilisation Advance may be made for every 10% progress of work by value;

3.8.3 10% of accepted tender cost after completion of work in all respects;

3.8.4 Retention money of 5% of accepted tender cost, deducted from each RA bill shall be released after completion of Defects Liability Period of 12 months, subject to satisfaction of the employer about the work done. All permissible deductions shall be affected during the settlement of Running Account Bills.

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

3.10 Each RA bill payment shall be made for at least 5% of physical progress.

**3.11 Specification:** The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

**3.12 Non-completion of work:** In case of non-completion of work within stipulated time or within approved extended time, the Embassy of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.

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

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

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

**3.16 Validity of the Contract:** The contract will remain valid till completion of Defect Liability Period or warranty period, whichever is later.

**3.17 Additional Work:** Embassy of India, Brussels, shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Brussels in writing prior to the performance of the additional work or the incurrence of additional expenses. Any

additional work authorized by the Embassy of India, Brussels shall be compensated at a rate mutually agreed to by the parties.

**3.18 Termination of Contract:** The contract is automatically terminated in the following cases:

**3.18.1** If it appears that the contractor itself or through someone else used fraud or manipulation in its dealings with the contracting authority or in obtaining the contract.

**3.18.2** If collusion, fraud, corruption or monopoly practices are found.

**3.18.3** If the Tenderer becomes bankrupt or insolvent.

**3.18.4** If the Contractor is not able to satisfactorily perform whole or part of the Contract as per contractual obligations.

**3.19 Settlement of Disputes and Arbitration-** All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Embassy of India, Brussels, Belgium or any person nominated by him/her. The arbitration shall be carried out as per provisions of UNCITRAL. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

**3.20** This Tender document is not an agreement and is neither an offer nor invitation by the Embassy to the prospective Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP/NIT (the "Bid"). This Tender document includes statements, which reflect various assumptions and assessments arrived at by the Embassy in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Embassy and its employees to take into consideration the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

**3.21** The Embassy may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document.

**3.22** The issue of this tender document does not imply that the Embassy is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Embassy reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

**3.23** Further, all information/data/reports/pitches/data or other material submitted to the Embassy under this Tender document by the Applicant shall become the property of the Embassy. The Applicant hereby agrees that they shall not have any right claim, authority whatsoever over the submitted information/reports/pitches/data or other material to the Embassy. The Applicant further agrees and undertakes that the Embassy may use the aforesaid information/data/reports/pitches/data or other material at its sole discretion and the Applicant shall not have any objection whatsoever in the Embassy using the same.

**3.24** The firm shall be a legal entity as per the Government rules/regulations and laws of the land.

**3.25** The firm should not have been blacklisted by any Government organization.

**3.26** Embassy of India, Brussels, Belgium shall not be liable for any cost incurred by the respondents in preparing responses to this tender or negotiations associated with award of a contract.

**3.27** Removed and dismantled iron materials value will be deducted from the total cost of productions of aforementioned works.

**3.28** While bidding for the buyback items, it may be noted that the price quoted by the contractor shall always be considered as credit (-ve) and the same shall be adjusted in the payment due for the supply of items required for repair of the cornice and windows. Even if the bidder inadvertently adds the quote against buyback items, while working out the total amount the same shall be deducted and accordingly the final quoted total amount is arrived after correction.

**TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

**Section-IV**

**4. Scope of Work**

*Scope of work attached at Annexure 'A' is tentative. The bidder is advised to inspect the site and understand the full scope of work.*

**Annexure 'A'**

**Scope of Work**

The following works are required to be carried out:

1. Recognise the damaged parts of the cornice and Window.
2. Repair and replace the damaged wooden parts of cornice and windows.
3. Sanding and treatment of cornice
4. Supply of required wood for the replacement of damaged parts.
5. Fine painting of the entire cornice and external windows and doors.
6. Disposal of damaged parts of windows/doors/cornice and other trash items.

**Note:** The new installation also wants to maintain the architecture of the building.

**TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

**Section-V**

**5. Schedule of Quantity**

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

<b>Sl. No.</b>	<b>Items</b>	<b>Quantity</b>	<b>Cost</b>
1.	Cost for corniche maintenance	1	
2.	Cost of window maintenance	1	

**Note:** Please refer to Section-I of the document

**5.1** Schedule of Quantities and quality of items should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items as also provide the documents for the quality of items used. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

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

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

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

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

**5.6** Removed and dismantled iron materials value will be deducted from the total cost of productions of aforementioned works.

**5.7** While bidding for the buyback items, it may be noted that the price quoted by the contractor shall always be considered as credit (-ve) and the same shall be adjusted in the payment due for repairing the cornice and windows. Even if the bidder inadvertently adds the quote against buy back items, while

working out the total amount the same shall be deducted and accordingly the final quoted total amount is arrived after correction.

**5.8** The estimated cost of the project is inclusive of cost of material, transportation, hiring of technicians, skilled and semi-skilled manpower, for repairing the cornice and windows.

**TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

**Section-VI**

**6. Form of Tender**

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

To: Ambassador of India,

Embassy of India, Brussels.

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: Euro \_\_\_\_\_ 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:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

**TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

**Section-VII**

**1. 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 bid document from being eligible to submit Bids for contracts with the Government of India.

Date: Place:

Name: Signature:

**TENDER FOR SELECTING CONTRACTOR FOR REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

**Bank Guarantee Proforma for Performance Security**

Bank Guarantee No.....

Brief description of contract: **REPAIRING THE CORNICE AND EXTERNAL WOODEN WINDOWS IN THE CHANCERY BUILDING, BRUSSELS.**

Name and Address: Embassy of India, Brussels, 217, Chaussee de Vleurgat, 1050, Ixelles, Brussels, Belgium.

Date:

Whereas M/s \_\_\_\_\_  
(Name of Contractor with address) have submitted their tender for: *repairing the cornice and external wooden windows of the chancery building, Embassy of India, Brussels* and one of the tender conditions is for the M/s (Name of Contractor with address) \_\_\_\_\_ to submit a Bank Guarantee for Performance Security (5% of contract value) amounting to *(To be indicated in Euro by the Mission/Post calculated as 5% of the tendered cost)*. 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 *(To be indicated in Euro by the Mission/Post calculated as 5% of the tendered cost)*.

2. This guarantee is valid for a period of **60 Days after the date of completion of work** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to *(To be indicated in Euro by the Mission/Post calculated as 5% of the tendered cost)*

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

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

6. This guarantee shall be governed and construed in accordance with the laws of the **Republic of Belgium** and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the **Republic of Belgium** Courts.

Date: Place:

Name: Signature:

### NOTIFICATION OF AWARD

Contract No: Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated [insert date] for the execution of the Works for [name of project/Contract] for the Contract Price of Euro [Amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderer is hereby accepted by [name of Employer].

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorised to sign for and on behalf of

[Name of Procuring Entity]

Date: