

**Embassy of India**

**The Hague**

TENDER DOCUMENT FOR

**Painting of the inner walls, ceilings, doors & windows of**

**EMBASSY RESIDENCE**

Date of issue: 09.02.2022

Last date of submission: 03.03.2022

**INVITATION TO TENDER**

1. **Name of the Works:** Painting of inner walls, ceilings, doors and windows in Embassy Residence in Wassenaar, The Netherlands owned by the Government of India.

1.1 The Embassy of India, The Hague, invites Lump-sum Fixed Price Tender for Painting of inner walls, ceilings, doors and windows of Embassy Residence owned by Government of India in The Netherlands at the following address:

Embassy Residence : Backershagenlaan 21, 2243 AB Wassenaar

1.2 The Tender shall be submitted before 5:00 p.m. on or before 03.03.2022 in the Office of The Head of Chancery, Embassy of India, Buitenrustweg 2, 2517 KD The Hague, The Netherlands. Any Tender received after this date and time will not be considered.

Address & E-mail - Head of Chancery

Embassy of India Buitenrustweg 2 2517 KD The Hague The Netherlands

hoc.thehague@mea.gov.in

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

# No: HAG/815/01/2022 Dated: 09.02.2022

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| **DATA SHEET- Important dates** |
| Published date and time | 09.02.2022 1000 HRS. (CET) |
| Bid document download start date | 09.02.2022 |
| Bid submission start date | 09.02.2022 |
| Clarification (only by email) start date | 09.02.2022 |
| Onsite Pre-Bid meeting |  18.02.2022 1100 HRS. (CET) |
| Clarification end date |  02.03.2022 |
| Bid submission end date |  03.03.2022 |
| Date of Bid opening |  04.03.2022 1600 HRS. (CET) |

2. **Minimum eligibility criteria:**

1. Should have valid permit/registration from the competent local authority for carrying out Construction and paint work in The Netherlands.
2. Should have an experience of at least 3 years in construction work including painting works.

(iii) Should not have been barred or blacklisted by any organization in the Netherlands.

**3. General Terms and Conditions:**

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.
2. 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.
3. Specification: The item of work / material used in the work shall be complying with the standard of quality prevalent locally. 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.
4. The bids should include labour(s) wages, cost of material and tools etc.
5. Payment for the work will be made in two tranche (I) 90% immediately after the completion of the work and (II) Remaining 10 % will be released 3 months after completion of the work only if the work is found satisfactory.
6. Embassy reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.
7. The Tender submitted by the bidders shall remain valid for a period of Ninety (90) days from the date of opening or any extended period mutually agreed upon.
8. Participation in this bid will imply that the bidder has accepted all the terms and conditions and subsequent modifications, if any, of this bid document.
9. The bidding agency shall bear all costs associated with the preparation and submission of its bids and the Embassy of India, The Hague, Netherlands will in no way be held responsible or liable for these costs,regardless of the conduct or outcome of the bidding process.
10. It is also clarified that no binding relationship will exist between any of the bidders and the Embassy until execution of a contractual agreement
11. Bidders are required to submit their proposals strictly according to the terms and conditions and in the form and manner specified.
12. **The interested bidders can inspect/ survey the site before submission of Technical and Financial Bids on 18.02.2022 at 1100 hrs. A request for inspection of site may be send to** **hoc.thehague@mea.gov.in** **in advance.**
13. **Scope of Work:**

Scope of workgiven below is tentative. The bidder may inspect the site and understand the full scope of work.

4.1 Painting work of inner walls, ceilings, doors and windows of the Embassy residence, Backershagenlaan 21, 2243 AB Wassenaar.

**5. Preparation and submission of tender :**

5.1 The company should submit 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. along with the Technical and Financial bids as per Formats given in Annexure-I and Annexure-II respectively.

5.2 The Technical and Financial bids, duly filled in and signed by the competent authority, as per Formats given in Annexure-I and Annexure-II respectively, should be submitted in separate sealed covers clearly mentioning **“Technical Bid”** and **“Financial Bid”** on the cover addressed to:

The Head of Chancery

Embassy of India

Buitenrustweg 2, 2517 KD

The Hague, Netherlands

Phone: +31703457747

hoc.thehague@mea.gov.in

5.3 The **“Technical Bid”** and **“Financial Bid”** can also be sent by email as separate attachments at hoc.thehague@mea.gov.in . **The Financial bid sent by email should be password protected. The password should not be shared at the time of sending the bids by email. The password should only be shared on 04.03.2022 between 0900 hrs to 1100 hrs.**

**6. Compliance with Laws and Regulations and Pricing of Schedule of Quantities:**

6.1 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 (BTW).

6.2 **Compliance with Tender Document-** Bidder shall have deemed to have read carefully all the Tender Documents, Scope of work etc. and visit the site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to ensure the work as per the standard and to the entire satisfaction of the Employer

6.3 **Fixed Priced Lump-Sum Tender -** Price escalation, in rates due to any reason such as change in foreign currency, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

6.4 **Employer’s right to waive -** The Employer reserves the right to waive any deficiency in the tender where such waiver is in the interest of the Employer.

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

1. If bidder sets forth any conditions which are unacceptable to the Embassy.
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.
3. If there is evidence of collusion between Bidders.
4. If Tender sets forth any offer to conditionally discount, reduce or modify its tender.
5. If Bid price is disclosed before opening of Financial Bid.
6. **Evaluation criteria:**

Financial bids of only those bidders will be opened who would qualify in the technical bid (full filling minimum eligibility criteria). The eligible L1 (Lowest quoted price) bidder will be considered for award of contract.

1. **Payment Terms:**

Payment for the work will be made in two tranche (I) 90% immediately after the completion of the work and (II) Remaining 10 % will be released 3 months after completion of the work only if the work is found satisfactory.

The price quoted shall remain fixed and not be subject to variations in exchange rate, duties, levies etc.

1. **Performance Bank Guarantee (PBG):**

The successful bidder shall provide a Performance Bank Guarantee for the due and faithful performance of contract for a sum of 3% of the total price before the signing of Agreement. The Performance Bank Guarantee should remain valid for a period of 60 days beyond the date of completion of contractual obligations. Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Guarantee (PG) as well as disqualification of the bidder from participating in future tenders.

1. **Settlement of Disputes and Arbitration:** If any dispute, difference or question at any time arises between the Embassy and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination shall be settled by arbitration in accordance with the rules of arbitration of Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
2. **Agreement deed:** The successful bidder shall execute an agreement for the fulfillment of the contract at the time of award of contract. The incidental expenses of execution of agreement/Contract, if any, shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) which shall be 3 percent of the annual contract value.
3. **Penalty Clause:**

(i) If the bidder withdraws or alters the bid before the expiry of bid validity period, Embassy may debar it from participating in future tenders.

(ii) If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, the Embassy may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the Embassy and take any other action as deemed necessary. The penalty with respect to its time period shall be quantified by the Embassy at its own discretion/ satisfaction.

(iii) It would be the first and foremost responsibility of the contractor to ensure that the work is done satisfactorily and contract is executed as per agreed terms and conditions. In the event of delayed or unsatisfactory services, the Embassy may confiscate a part or whole of the Performance Bank Guarantee.

**15. FORCE MAJEURE:**

1. The Embassy may consider relaxing the penalty and delivery requirements as specified in the tender document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure.
2. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor.
3. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the contract.
4. The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
5. If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract,the Embassy of India, The Hague, Netherlands shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, the Embassy shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

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**Annexure-I**

**Technical Bid**

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| **S.no.** | **Particulars** | **Document/ information need to be submitted** |
| 1. | Whether company is registered in Netherlands as per the local laws for the last 5 years | Registration number with date of registration |
| 2. | Whether the company has satisfactorily rendered at least 3 construction work including painting works during the last three (3) years. | Name of works with with period |
| 3. | Whether the company been blacklisted/ banned from operating in Netherlands by any organization. | Self declaration |
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**Annexure-II**

**Financial Bid**

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| **S.no.** | **Particulars** | **In Euros** |
| 1. | Lump sum cost |  |
| 2. | VAT |  |
| 3. | **Total** |  |