

**Embassy of India
The Hague**

Embassy of India in The Hague invites bids for the renovation of a kitchen in the property located at Wittenburgerweg 1, 2244 CA, Wassenaar as per the terms and conditions laid down in this tender document.

Tender no: HAG/868/04/2018

Dated: 25/10/2023

DATA SHEET- Important dates	
Published date and time	25/10/2023 at 1700 hrs (CET)
Bid document download start date	25/10/2023 at 1715 hrs (CET)
Bid submission start date	25/10/2023 at 1800 hrs (CET)
Clarification (only by email) start date	25/10/2023 at 1730 hrs (CET)
Onsite Pre-Bid meeting	01/11/2023 at 1100 hrs (CET)
Clarification end date	09/11/2023 at 1730 hrs (CET)
Bid submission end date	14/11/2023 at 1700 hrs (CET)
Date of Bid opening	15/11/2023 at 1200 hrs (CET)

The bids shall be submitted only by email at hoc.thehague@mea.gov.in

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(Bhakt Bhushan)
Head of Chancery
Embassy of India, The Hague
Netherlands

Scope of Works:

Installation of new kitchen installations in the property located at Wittenburgerweg 1, 2244 CA, Wassenaar, as per the specifications given below:

Specifications:

- Installation of new kitchen installations including cabinets and shelves.
- Installation of a new chimney, gas stove and wash basin.
- Installation of new sockets, lamps and light fixtures.
- Disposal of all construction debris, if any.

Company Eligibility criteria:

- (i) Should be registered in The Netherlands under relevant Dutch law.
- (ii) Should not have been barred or blacklisted by any organization in the Netherlands.
- (iii) Should have successfully completed or substantially completed similar works during last 07 years as per the following:
 - a) 03 similar completed works costing not less than the amount equal to 40% of estimated tender cost;
 - b) OR, 02 similar completed works costing not less than the amount equal to 50% of the estimated tender cost;
 - c) OR, 01 similar completed work costing not less than the amount equal to 80% of estimated tender cost.

Submission of Bids:

- a) All prospective bidders are required to share their company registration number with an undertaking that the company exists for last three or more years.
- b) Prospective bidders are requested to send their bids in a sealed cover to the following address: Head of Chancery, Buitenrustweg 2 2517 KD, Den Haag. Bids can also be sent by e-mail to hoc.thehague@mea.gov.in in a **password protected file** in .pdf format (**password should not be shared at this stage**). The password will have to be shared by the bidders on the date and time specified for opening of the bids. (The bidders will also be informed the date and time by email) The financial bid should be valid for 9 months from the date of opening.

Last date for submission of bids:

The last date for submission of bids is **14/11/2023** at 1700 hrs (CET). Any bid received after the last date and time specified for submission for the same, shall not be accepted under any circumstances. Bids received after the last date and time shall be summarily rejected and no correspondence in this regard will be entertained.

Clarification and Amendment: In case any prospective bidder requires any clarification with regard to the terms and conditions, a written clarification may be sought by email addressed to hoc.thehague@mea.gov.in at any time

prior to **09/11/2023** at 1730 hrs (CET).The Embassy may, for any reasons, whether on its own initiative or suitability of its own requirement or in response to a clarification requested by a prospective bidder, modify the terms and conditions by making necessary amendment(s). The amendment(s) will be notified on Embassy's website and will be binding. The deadline for submission of bids may also be extended at the sole discretion of the Embassy.

Onsite Pre-Bid meeting: All prospective bidders may attend the pre-bid meeting on the site on **01/11/2023** at 1100 hrs (CET) to fully understand the scope of work/ specification and seek clarification, if any. Interested bidders may confirm their participation by email at hoc.thehague@mea.gov.in.

Bid Security Declaration: Prospective bidders are required to submit a signed Bid Security Declaration along with their bids to the effect and **stating that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the tender document, they will be suspended for the period of one year from being eligible to submit Bids/Proposals with the Embassy of India, The Hague.**

Evaluation Criteria: A duly constituted Tender Evaluation Committee will open all the bids received and evaluate in accordance with the stipulated terms and conditions and specifications of the Kitchen Work. The Committee may seek clarification/additional information from the firm/agency in case it is so required to evaluate the bids and help in decision- making for the purpose of selection of successful bidder. Incomplete and conditional bids will not be accepted and summarily rejected. **The bidder which has quoted the lowest will be awarded the contract subject to fulfilling of all terms and conditions of the tender.**

Time period: The Company who is awarded the work shall finish the work within **60 days** from the date of award of work.

Penalty Clause: Delay in completion of work beyond stipulated time of **60** days will result in penalty with reduction of **0.5% per day** in the tender amount.

Quality of Material: The material which will be used/ installed in the work should match the local standards.

Bid Validity: The bids will be valid for an initial period of 90 days from the date of bid opening and if required can be extended for a period mutually agreed upon by Embassy and the respective bidder.

Performance Guarantee (PG): The 5% of the contract amount will be kept with the Embassy as the Performance Guarantee. In case the successful bidder fails to accept and undertake the contract and does not deliver services according to the terms and conditions/ specification of the tender, the performance guarantee will be forfeited. The PG will be released within 15 days of successful completion of work as per the terms and conditions of the tender.

Terms of payment: The payment for the work will be released by the Embassy within 7 working days from the date of completion of work. An amount equivalent to 5% of the total contract value will be retained as “Retention Money” for any defect in the product or workmanship. The retention money will be released after 6 months of the completion of work, if no defects are found.

Other Terms and Conditions:

- i. All the material required for completing the work will be purchased by the vendor and quoted price should include cost of material, labour & transport etc.
- ii. **No Escalation of Price during contract period:** The price quoted should be all inclusive (including taxes). No other charges will be allowed over and above the quoted price.
- iii. The selected company will be responsible for any damage(s), if caused to the property of the Embassy by the action of carrying out the work, and will have to compensate/ fix the damage so caused.
- iv. No terms and conditions other than as stipulated above will be entertained. Bids without acceptance of the terms and conditions stipulated above are liable to be rejected.
- v. The selected company shall ensure the compliance of all statutory local laws/ rules.
- vi. The Embassy reserves the right to accept or reject any or all the bids without assigning any reason thereof. The decision of the Embassy will be final. Bids submitted other than specifications mentioned in the tender may be rejected.
- vii. All bidders (authorised signatory) are required to sign all pages of this tender document as their consent to abide by the terms & conditions of the tender.
- viii. All disputes relating to this process shall be referred to sole arbitrator to be appointed by the Embassy, whose decision will be binding on both the parties.

Force Majeure:

- i. 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.
- ii. 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.
- iii. 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.

iv. 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.

v. 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.
