

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR
FOR RENOVATION OF EMBASSY RESIDENCE, EMBASSY OF INDIA, BERLIN**

The President of India acting through the Embassy of India in Berlin requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for renovation of Embassy Residence, Embassy of India, Berlin. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Mr. Soumya Ranjan Rout, Head of Chancery, Embassy of India, Tiergartenstrasse 17, 10785 Berlin, Telephone No.: +49-30-257 95 502; email: hoc.berlin@mea.gov.in on or before 1700 hrs on 16.12.2022. 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, Berlin at <https://indianembassyberlin.gov.in/>

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India, Berlin for renovation of its Embassy Residence.

3. Location and description of Property:

Embassy Residence
Podbielskiallee 62
14195 Berlin
Germany

4. Scope of Work:

Attached at Section IV

5. Period of Completion: 90 days

6. Site visit: Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site after prior appointment with Mr. Tim Leiss, Embassy of India, Tiergartenstrasse 17, 10785 Berlin, Telephone No.: +49-30-257 95 503; email: project2.berlin@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 of submission of sealed bids is 1700 hrs on 16.12.2022 in the office of Mr. Soumya Ranjan Rout, Head of Chancery, Embassy of India, Tiergartenstrasse 17, 10785 Berlin, Telephone No.: +49-30-257 95 502; email: hoc.berlin@mea.gov.in. Technical bids will be opened at 1100 hrs on 20.12.2022 in the Embassy of India, Berlin. All pages of the submission document must be signed by authorised signatory.

**TENDER FOR SELECTING CONTRACTOR
FOR RENOVATION OF EMBASSY RESIDENCE, EMBASSY OF INDIA, BERLIN**

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)

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

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 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 formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII)**/ Bid Securing Declaration (BSD) (Section-VIII)**

* 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.

** Section-VII & VIII – If EMD (Section-VII) has been submitted, there is no need to submit BSD (Section-VIII) and vice versa.

**TENDER FOR SELECTING CONTRACTOR
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Invitation to Tender

1. The President of India acting through the Embassy of India in Berlin invites Lump-sum Fixed Price Tender for Renovation of Embassy Residence, Embassy of India, Berlin. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
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 Bank Guarantee, etc.

2. The last date of submission of sealed bids is 1700 hrs on 16.12.2022 in the office of Mr. Soumya Ranjan Rout, Head of Chancery, Embassy of India, Tiergartenstrasse 17, 10785 Berlin, Telephone No.: +49-30-257 95 502; email: hoc.berlin@mea.gov.in. Technical bids will be opened at 1100 hrs on 20.12.2022 in the Embassy of India, Berlin. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened at 1100 hrs on 20.12.2022 in the Embassy of India, Berlin. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Berlin.

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 valid permit/registration from a competent local authority for carrying out renovation work in the Diplomatic property of the Embassy of India.

5.2 Similar work: The Tenderer must have satisfactorily completed (i) one similar work of value of € 2,97,000 or (ii) two similar works of value of € 1,85,650 or (iii) three similar works of value of € 1,48,520.

5.3 Bank Solvency: Certificate of Solvency for € 125,000 certified by bank. The certificate should not be older than six months.

5.4 Annual Turnover: The annual turnover of the tenderer should be equal to € 1,85,650 during the immediate last three consecutive financial years.

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

6. Defects Liability Period: Defects Liability period will be twelve months from date of completion of project.

7. Performance Security: 3% 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. Letter of award of work shall be issued on receipt of performance guarantee. (Format of Performance Security 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 (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

10. Completion: The Period of Completion for the whole of the works 90 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. This shall be kept renewed time to time to cover the balance amount and likely period of complete recovery together with interest. The advances shall not be released less than 2 instalments. The advance will be interest free.

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

iii) The recovery should be commenced after 10% of the work is completed and the entire amount shall be recovered by the time 80% of the work is completed.

12. Retention Money: 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money shall be released on record of practical completion and remaining 50% released at the end of Defect Liability period.

13. Arbitration:

13.1 If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.

13.2 The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

13.3 The Arbitration will have its sittings in Embassy of India, Berlin.

14. Rejection: Embassy of India, Berlin 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.

15. 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, Berlin 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.

16. 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.

17. 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 process 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.

18. 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 is linked or if they are part of more than one bid in the 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.

[Soumya Ranjan Rout]
Head of Chancery
Address: Embassy of India,
Tiergartenstrasse 17,
10785 Berlin
Email : hoc.berlin@mea.gov.in

**TENDER FOR SELECTING CONTRACTOR
FOR RENOVATION OF EMBASSY RESIDENCE, EMBASSY OF INDIA, BERLIN**

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 Contract
Section-IV	:	Scope of work
Section-V	:	Schedule of Quantity
Section-VI	:	Form of Bid
Section-VII	:	Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.
Section-VIII	:	Bid Securing Declaration (BSD)

If EMD (Section-VII) has been submitted by bidder, there is no need to submit BSD (Section-VIII)

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, Berlin 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 Earnest Money Deposit/Bid Securing Declaration

1.4.1 The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee (as per attached format) or Online payment to the following bank account: DE07 1007 0000 0765 8123 00, Deutsche Bank; amounting to € 10,500 or Bid Securing Declaration (Section-VIII).

1.4.2 The bidder shall submit either Section-VII or Section-VIII.

1.4.3 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 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 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.

1.10 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with "Renovation of Embassy Residence for Embassy of India, Berlin" which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII or Section-VIII. This envelope is to be super-scribed as "**EMD or BSD**" (as the case may be).

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**".

1.10.1 The last date of submission of sealed bids is 1700 hrs on 16.12.2022 in the office of Mr. Soumya Ranjan Rout, Head of Chancery, Embassy of India, Tiergartenstrasse 17, 10785 Berlin, Telephone No.: +49-30-257 95 502; email: hoc.berlin@mea.gov.in

1.10.2 The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India, Berlin 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, Berlin. The Embassy of India, Berlin 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, Berlin 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, Berlin.

1.13 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Mr. Soumya Ranjan Rout, Head of Chancery, Embassy of India, Tiergartenstrasse 17, 10785 Berlin, Telephone No.: +49-30-257 95 502; email: hoc.berlin@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, Berlin 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, Berlin.

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, 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.

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 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, Berlin.

1.19 No escalation of price - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, 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.

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, Berlin.

1.20.2 The detailed work schedule and the payment schedule would be furnished by the Contractor to the Embassy of India, Berlin 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, Berlin, the progress payment shall be made by the Embassy of India, Berlin 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, Berlin's right to waive - The Embassy of India, Berlin reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Berlin 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.

**TENDER FOR SELECTING CONTRACTOR
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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
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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 works required/ necessary, if any, for complete installation.

3.3 Period of completion for the work is 90 Days.

3.4 **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% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on per week basis.

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, Berlin 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, Berlin.

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 of 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, Berlin;

3.8.2 Running Account (RA) Bills for 4% of accepted tender cost in stages as per payment schedule;

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

3.8.4 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money shall be released on record of practical completion and remaining 50% released at the end of Defect Liability period.

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 4% of physical progress.

3.11 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 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: This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement, for a period of 1 (one) year.

3.17 Additional Work: Embassy of India, Berlin shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Berlin in writing prior to the performance of the additional work or the incurrance of additional expenses. Any additional work authorized by Embassy of India, Berlin shall be compensated at a rate mutually agreed to by the parties.

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Section-IV

4. Scope of Work

Scope of work given below is tentative. The bidder is advised to inspect the site and understand the full scope of work.

<u>TENDER, Annex 3, Part I</u>			
Residence of the Ambassador of India, 62 Podbielskiallee in 14195 Berlin			
<u>Repair and Revamp of the Addition in the Back Part of the Building incl. Terrace, Terrace Staircase and Sunroom</u>			
<u>General Introduction</u>			
I <u>Scope of Work:</u> The structure in question is an addition, put on to the otherwise 100 year old building in 1999. The back terrace has been causing problems since the very beginning and was partially repaired twice under the supervision of an architect. Last repairs were in 2005. However, the problems persist.			
<u>Description of the problem:</u>			
Waterproofing is not working properly. Water is seeping into the storeroom underneath the terrace and into the side walls of the terrace and the adjoining staircase both from above and below. Plaster is falling off the walls. There are cracks and blistering in the plaster at the base of the sunroom windows.			
The following tender document contains rough details on the scope of work probably involved in revamping the affected parts of the building. Interested companies may call for an appointment to inspect the terrace and sunroom and take necessary measurements for a more precise schedule of quantities in keeping with technical standards.			
<u>Scope of Work</u>			
No.	Item	Unit Price	Total
1	General		
	Set up construction site (washroom, electricity and		

1.1	water are available on site for the use of the executing construction company		
2	Demolition Work General Comments		
2.1	Remove all layers of cladding from the terrace and the building addition down to the basic shell so that waterproofing and connections can be redone in a technically correct manner. The work description below is not intended to be exhaustive. Instead, the bidder is expected to acquaint himself with the scope of work by inspecting the site to then present a professional concept for rectifying the problems. The scope of work given below shall be a guideline for that concept.		
No.	Item	Unit Price	Total
2.2	Demolition Work on Terrace		
2.2.1	Carefully remove natural stone cladding from the terrace, clean it and move it to on-site storage for re-use		
2.2.2	Option: discard existing natural stone cladding		
2.2.3	Remove underlay incl. old waterproofing from terrace and discard except (see below)		
2.2.4	Discard existing gravel underlay, the new cladding will be installed on legs or pillars		
2.2.5	Remove sloped screed from terrace, if in place and if required		
2.2.6	Discard existing sheet metal covers		
2.2.7	Remove and discard old drains		
2.2.8	Option: Remove all rails and store for later use, if necessary for proper waterproofing		
2.3	Demolition Work on Staircase		
2.3.1	Remove and dispose of old natural stone surfacing from the staircase		
2.3.2	Remove and discard sheet metal covers from staircase side walls		
2.3.3	Remove and discard plaster from staircase side walls		
2.3.4	Remove and discard in-built lighting from staircase side walls		
2.4	Demolition Work on Facade		
2.4.1	Remove plaster from total addition and discard		
2.4.2	Remove sheet metal cover around base of structure and discard		
2.4.3	Remove natural stone baseboards		
2.4.4	Remove cobblestone from terrace alcoves to facilitate waterproofing work and store on site for re-use		
2.4.5	Manual excavation work at an appropriate depth to enable waterproofing at facade base		
2.4.6	Remove sheet metal cover from below solarium windows and discard		
2.4.7	Option: Remove benches in the niches, if necessary		

2.5	Demolition work in storeroom under terrace		
2.5.1	Remove and discard damaged plaster from walls and ceiling		
2.5.2	Remove items from storeroom and put back after completion, also cover items in the room and remove cover on completion of work		
2.5.3	Drying of the room, including walls and ceiling		
3	Rebuilding		
3.1	Rebuilding the Terrace		
3.1.1	Suitable and professional repair of major cracks in cement base		
No.	Item	Unit Price	Total
3.1.2	Install new sloped screed		
3.1.3	Prepare and waterproof the cement base for laying of the slabs in keeping with sound construction practice incl. proper waterproofing connection to wall incl. door thresholds and top of parapet wall incl. Installation of vapour barrier		
3.1.4	Check, if number of drains are appropriate. Install new drainage including connections to waterproofing. Renew the emergency overflow		
3.1.5	Install drain gutters in front of the doors and connect the same to drainage system		
3.1.6	Option: Reinstall all rails, if removed previously		
3.1.7	New covers for door thresholds and parapet wall		
3.1.8	Install new underlay on terrace using height-adjustable stilt bearings		
3.1.9	Clean existing natural stone slabs and install on legs or pillars		
3.1.10	Option: supply new, non-slip, natural stone slabs and install them on legs or pillars		
3.2	Rebuilding the staircase		
3.2.1	Repair and waterproof concrete sub-structure of the staircase as well as inside side walls of the staircase in preparation for laying of natural stone cladding		
3.2.2	Lay natural stone slabs on staircase and inside side walls		
3.2.3	Slip resistive strips with luminance contrast to be installed on the first last and middle treads		
3.2.4	Replace staircase lights and reconnect to existing wiring		
3.3	Repairs in storeroom under terrace		
3.3.1	Install new drainage including connections to waterproofing for floor drains transiting through the storeroom, also those from solarium. Re-seal drainpipe passages. Rectify damages resulting from seepage		
3.3.2	Properly treat respective portions of storeroom walls and ceiling to prevent efflorescence, thereafter plaster		

	and paint		
3.4	Reconstruction of Facade		
3.4.1	Undertake proper horizontal waterproofing of the walls all around the building addition as per specifications of the manufacturer of the waterproofing substance		
3.4.2	Apply adequate vertical waterproofing to the side walls below and above soil level as per specifications of the manufacturer of the waterproofing substances		
3.4.3	Otherwise treat and prepare the base masonry of the walls for re-plastering as required incl. treatment to prevent mineral salt blistering		
No.	Item	Unit Price	Total
3.4.4	Option: Reinstall the benches in the niches, if they had to be removed		
3.4.5	Reinstate proper connections, waterproofing and sheet metal cover/drip under the solarium windows		
3.4.6	Re-plaster side walls (in keeping with texture and grade of plaster on other walls of the building)		
3.4.7	Reinstate cobblestone areas		
3.4.8	Paint side walls in the same shade as the building facade using a mineral-based, vapour permeable paint		
4	Hourly wage for unforeseen work		
5	Additional travel charge for unforeseen work		
	Total net		
	VAT		
	Total gross		
Annex 3, Part II: TRANSLATION TENDER,			
Residence of the Ambassador of India, 62 Podbielskiallee in 14195 Berlin			
<u>Repair and Revamp of two Basement Rooms</u>			
<u>General Introduction</u>			
<u>Scope of Work / Description of the problem:</u>			
The rooms in question (one room and one kitchenette) are located in the basement of a mansion dating back to the turn of the last century. Although extensive repair work was done in the 90s, the rooms developed mould and mildew as the result of seepage. Accordingly, the vertical waterproofing was redone from outside in 2014. The supervising Building Inspector has recommended that horizontal waterproofing be executed from inside. Also, the damaged plaster is to be removed from the walls, which would then be			

	<p>treated appropriately and either re-plastered or clad with silicate climate board.</p> <p>The following tender document contains rough details on the scope of work probably involved in revamping the affected parts of the building. Interested companies may call for an appointment to inspect the basement rooms and take necessary measurements for a more precise schedule of quantities in keeping with technical standards.</p>		
II	Scope of Work		
No.	Item	Unit Price	Total
1	Set up construction site (washroom, electricity and water are available on site for the use of the executing construction company)		
2	Protective covering for e.g. floor and curtain to contain dust		
3	Remove furniture from room, store in basement and move back on completion of work		
4	Scrap old kitchen cabinets		
5	Remove plaster from inside of external walls and discard		
6	Apply fungicide to masonry to stop mould		
7	Undertake proper horizontal waterproofing of the external walls through injection as per specifications of the manufacturer of the waterproofing substance		
8	Dry the walls prior to injection procedure		
9	Drill holes for injection procedure and close after completion		
10	Replace rusted framework of gypsum board wall in the kitchenette and rebuild wall with gypsum or silicate climate board		
11	Treat and prepare the base masonry of the walls for applying silicate climate board (i.e. level, prime, etc.) incl. treatment to prevent efflorescence		
12	Adjust the floor covering fit to size		
13	Mount silicate board on the walls and fill and level joints		
14	Option (not to be included in overall price): Otherwise treat and prepare the base masonry of the walls for re-plastering as required incl. treatment to prevent efflorescence		
15	Option (not to be included in overall price): Plaster the walls		
16	Install edge/corner protectors		
17	Silicate climate board walls to be wallpapered		
18	Wallpapered silicate climate board walls to be painted with diffusion permeable paint as well as remaining walls and ceilings in the area including hallway up to the washrooms		
19	Option: Plastered walls to be wallpapered		
20	Option: Wallpapered plastered walls to be painted, etc. as above at 18		
21	Supply and install aluminium baseboards suitable for basement use (quality: Dual Construct, aluminium		

	white, or similar		
22	Professional cleaning of the area on completion of the work incl hallway and washroom		
	Total net		
	VAT		
	Total gross, Annex 3, Part II		

**TENDER FOR SELECTING CONTRACTOR
FOR RENOVATION OF EMBASSY RESIDENCE, EMBASSY OF INDIA, BERLIN**

Section-V

5. Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

Note: Please refer to Section-I of the document

5.1 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.

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.

**TENDER FOR SELECTING CONTRACTOR
FOR RENOVATION OF EMBASSY RESIDENCE, EMBASSY OF INDIA, BERLIN**

Section-VI

6. Form of Tender

(To be submitted by the bidder)

TO: Ambassador of India in,
Embassy of India, Berlin

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: €_____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 RENOVATION OF EMBASSY RESIDENCE, EMBASSY OF INDIA, BERLIN**

Section-VII

Bank Guarantee Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No.....

Brief description of contract: **Renovation of Embassy Residence, Embassy of India, Berlin**

Name and Address of Beneficiary: Embassy of India, Berlin, Tiergartenstrasse 17, 10785 Berlin, Germany.

Date:

Whereas M/s (**Name of Contractor with address**) _____ have submitted their tender for **Renovation of Embassy Residence at Embassy of India, Berlin**, 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 € **10,500**. 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 € **10,500**.

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days 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 € **10,500**.

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

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 Germany and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the German Courts.

Date:
Name:

Place:
Signature:

No. Berl/872/01/2014
Embassy of India
Berlin

**TENDER FOR SELECTING CONTRACTOR
FOR RENOVATION OF EMBASSY RESIDENCE, EMBASSY OF INDIA, BERLIN**

Section-VIII

(This may be submitted by the bidder in lieu of the document at Section-VII)

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:
Name:

Place:
Signature:

**TENDER FOR SELECTING CONTRACTOR
FOR RENOVATION OF EMBASSY RESIDENCE, EMBASSY OF INDIA, BERLIN**

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **Renovation of Embassy Residence, Embassy of India, Berlin**

Name and Address of Beneficiary: Embassy of India, Berlin, Tiergartenstrasse 17, 10785 Berlin, Germany.

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for : **Renovation of Embassy Residence, Embassy of India, Berlin**, and one of the tender conditions is for the M/s (**Name of Contractor with address**) _____ to submit a Bank Guarantee for Performance Security (3% of contract value-consultant's fee) amounting to **€ 10,500**. 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 **€ 10,500**.

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 **€ 10,500**.

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 Germany and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the German Courts.

Date:

Place:

Name:

Signature: