

TENDER NOTICE

The Embassy of India, Tokyo is looking to replace one of the Boiler systems currently being used at the Embassy Residence. The details of the Boiler system are as follows:

Manufacture name: NEPON Inc.
Model/ Type: SBM-100WNU
Tank capacity: 80L
Hot water supply capacity: 2000L/h
Heat exchanger 11.6 KW (10,000kcal/h)
Area of machine/ boiler: 1.6 m²

The duration for the completion of work will be 21 days calculated from the seven days from the date of issue of acceptance letter of intent or handing over the Site, whichever is later. Such 7 days period being defined as the mobilization period. Interested firms will be permitted for site inspection on request. Please contact Attache (Admn) E-mail: attadmn@indembassy-tokyo.gov.in Mobile number: 080-3214-4730.

The Tender shall be submitted in a Sealed Cover containing three sealed envelopes before 1600 p.m. on 26 September 2016 in the office of Attache (Administration), Embassy of India, Tokyo, [2-2-11, Kudan-Minami, Chiyoda-ku, Tokyo 102-0074]. Any Tender received after this date and time will not be considered. Tender shall be opened on the last day of submission at Embassy of India, Tokyo.

**Embassy of India
TOKYO**

INVITATION TO BID

Name of Works: Replacement of Boiler System of Embassy Residence located at Nishi Waseda, Shinju-ku.

Embassy of India, Tokyo, on behalf of the President of Republic of India, hereby invites tenders for replacement of Boiler System at the Embassy of India's property located at Nishi Waseda, Shinju-ku.

The Lump-sum Fixed Price/Amount shall be on the basis of following tender documents.

Technical Document:	Bid	
Document – I		Press Notice, Invitation to Bid, Instruction to Bid, Scope of Work & Eligibility Criteria (Annexure A)
Financial Document:	Bid	
Document – II		Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document – III		Schedule of Items
Document – IV		Special Conditions of contract including standard formats for BG / Guarantee etc.

- The Tender shall be submitted in a Sealed Cover containing three sealed envelopes (as per Instructions to Bid) before 1600 p.m. on 26 September 2016 in the office of Attache (Administration), Embassy of India, Tokyo, [2-2-11, Kudan-Minami, Chiyoda-ku, Tokyo 102-0074]. Any Tender received after this date and time will not be considered. Tender shall be opened on the last day of submission at Embassy of India, Tokyo.
- The Tender shall remain valid for a period of Sixty (60) days from the date of opening or any extended period.
- The value of Earnest Money Deposit (EMD) will be JPY 100,000/- (**Japanese Yen**) and shall remain valid for a period of Sixty (60) days with effect from the last date of submission stated above or any extended period.
- Tenderer / Contractor shall quote his Lump-sum Fixed Price Amount based on the enclosed **Scope of work in Annexure -A**. The Contractor shall note that

quantities shall not form part of the agreement and he shall complete all the works as defined in the Scope of Work. The Contractor shall complete all the works as stated above irrespective of the quantities / details since these will not form part of the agreement however the unit rates quoted there for items shall be used for working out the variations as per tender conditions.

- Commencement of the works shall be effected 7 days from the date of issue of acceptance letter of intent or handing over the site, whichever is later.
- The Retention Money will be deducted @ 10% of the tender (for a period of six months). Retention Money release shall be regulated as per terms and condition of the agreement.
- The Period of Completion for the whole of the works is **21 days** calculated from the seven days from the date of issue of acceptance letter of intent or handing over the Site, whichever is later. Such 7 days period being defined as the mobilization period.
- The amount of Liquidated Damages payable by the Contractor to the Employer will be calculated @ 1% of accepted contract amount per week to be computed on per day basis limited to 10% of tender amount. The total amount of liquidated damage shall be limited to 10% of Accepted Tender Cost.
- The Defect notification period shall be Three Hundred Sixty Five (365) days.
- The Employer will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
- The Tenderer must submit with his offer a list of Sub Contractors and Specialist names he proposes to use on the Works.
- The Embassy, however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause.
- The successful Tenderer shall be responsible for co-ordinating his work with various Sub-contractors and other bid-pack Contractors employed on the Works co-ordinating his work between various trades, obtaining all the necessary information from subcontractors for the purpose of the overall programming of his works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.

INSTRUCTION TO BID

Name of Works: Replacement of Boiler System of Embassy Residence located at Nishi Waseda, Shinju-ku.

- All definitions set forth in the Conditions of Contract or in Other Tender Documents are applicable to the Tender offer.
- The Tender comprises of:

A) Technical Bid :

Document - I : Press Notice, Invitation to Bid, Instruction to Bid, Scope of Work & Eligibility Criteria

B) Financial Bid :

Document - II : Form of Tender
(Lump-sum price to be quoted on this form by Bidder)

Document – III : Schedule of Items as per Annexure -A

Document – IV : Conditions of contract including standard formats for BG / Guarantee etc.

- The Embassy of India will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submission of his Tender.
- This is a LUMPSUM FIXED PRICE TENDER with Extent of work as defined in the Scope of Work enclosed. The Tenderer shall examine the Tender Documents and all Addenda (if any) before submitting his Tender and shall become fully, informed as to the extent, quality, type and character of operations involved in the Works and shall visit and acquaint himself with the Site of the Works. No consideration or compensation will be given for any alleged misunderstanding of the articles to be furnished.
- Bidders are required to quote Lumpsum prices on “Form of Tender”. Contractor shall satisfy himself about the quantities in Scope of Work in Tender Document. They are free to add/delete items, change quantities which are needed for completion of the job. These quantities shall not form part of the agreement, however, the unit rates quoted shall be used for variation if any.
- All Tender documents (Documents – I to Document – IV) must be returned properly filled in and completed in all respects in accordance with the conditions and Provisions of the Tender Documents. No alteration shall be made by Bidders to the Tender Document unless otherwise permitted.

- The Lumpsum Fixed Price / amount and rates for variations must be quoted both in figures and words in local official currency only. In case of any discrepancy between figures or words, the amount or rates quoted in words shall be taken to be correct for this tender.
- The Lumpsum Fixed Price / amount shall be submitted according to the “Form of Tender”, with suitable entries, including appropriate signatures, made in all blank spaces. The form shall not be altered. The Tenderer shall strictly comply with all the conditions stated in the Tender Documents. The Form of Tender must be signed by a person or persons authorized to sign the Tender and shall be dated. Evidence or signature authority, such as a Power of Attorney, shall be provided with the Tender. The unit rates quoted in the tender documents shall be used towards variation as per the tender conditions. **Decision on bid will be taken based on the final price quoted on the Form of Tender.** Any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid. The rates on schedule of quantity or elsewhere shall be adjusted in the ratio to match with quoted Final price on the form of tender.
- The Tenderer must submit with his Tender an Earnest Money Deposit (EMD) / Tender security to Employer in the form of **cheque in favour of Embassy of India, Tokyo**. The EMD must be valid for 60 days and shall be as per the **proforma annexed** with tender documents. The EMD of unsuccessful bidder will be returned after the award of work while EMD of successfully bidder can be adjusted against Retention Money at discretion of the Embassy.
- Two bid system (Financial and Technical Bid)
The Tender shall be submitted in three sealed envelopes as described below:-

Envelope “A” Earnest money Deposit (EMD) Cheque
Envelope “B” Technical Bid Documents
Envelope “C” Financial Bid Document

And addenda or other enclosures as required in the tender.

The three envelopes containing “A”, “B” & “C” of offers shall be duly superscribed with above titles and "Description of work". The envelopes A, B and C to be put in another sealed envelope with the name of work written on top. The envelope “A” containing EMD shall be opened first and only those bidders who have fulfilled the requirements of the EMD will have the Technical part (Envelope B) of their bid opened and only those Bidders who have fulfilled the requirements of the Technical information Envelope “B” shall have the Envelope “C” of their Bid opened. The decision of employer in this regard shall be final and binding on the tenders.

- In case the tender is not decided during validity period of tender i.e. within 60 days from date of opening of tender. The employer may request to extend the bidder(s) to extend the validity of tender and Earnest money/tender security deposit for a further specified period beyond 60 days. Bidder(s) shall be at liberty to extend the validity of tender and Earnest money Deposit for the specified period or withdraw from tender. Once the validity is extended in writing by bidder(s), they will not be permitted to withdraw from tender. If bidder(s) withdraws his offer in between, the Embassy shall be at liberty to forfeit the EMD absolutely.
- The acceptance of the Tender shall be conditional and not finally binding upon the Employer until the actual contract signed between the Employer and the Contractor. Should the Contractor fail to sign the contract within the stipulated time or for any other reason withdraw his participation in the Tender, the Embassy may withdraw his 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 and thereupon the amount of Earnest Money Deposit (EMD) shall be confiscated by the Employer without any necessity for any legal or other formality or reference to judicial proceedings of proof of damage and without prejudice to the right of the Employer. No payment shall be released to the Contractor unless the agreement is signed.
- Any further information or clarification which the Tenderer may require in order to complete his Tender may be obtained from **Attache (Administration), Mr.Ghan Sham, E-mail attadm@indembassy-tokyo.gov.in** All information requested by and supplied to one bidder will be supplied to all bidders.
- At any time prior to the date of opening of the proposals the Embassy may issue an addendum in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this acknowledged and so noted in the space provided in the Tender.

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 as to the meaning of anything connected with the Tender Document.

- The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India to all Bidders. Tenders received after this date will not be considered.
- Tender may be disqualified for any reason including, but not limited to the following:
 - If Tenderer sets forth any conditions which are unacceptable to the Employer.
 - 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.
 - If there is evidence of collusion between Bidders.

- If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
- If Bid price is disclosed before opening of Financial Bid.
- *(i) 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 shall be exclusive of input Value Added Tax. Amount for output Value Added Tax shall be incorporated in Summary of Bid as specified therein.*

In addition, Bidders must obtain all relevant information from the relevant Authorities concerning all details and costs in respect of temporary services, deviation of traffic, construction of temporary footpaths and pedestrian walkways, closing part of the road and pavement, temporary electrical, water, telephone connections, etc. and shall allow for same in their Bids.

(ii) If the bidder fails to quote separately for VAT in the Main Summary of the bidding document as instructed, his bid price shall be deemed to be inclusive of VAT and no adjustment will be made to his price in respect thereof.

- Scope of Work:

Scope of Work is enclosed in the Tender Documents as Annexure 'A'. Tenderers / Contractors are requested to quote the rates of individual items. In case, the Tenderer feels that any item is left out and is required for completion of the work, the same can be added in the schedule of items with full nomenclature of the item. Tenderer / Contractor shall satisfy himself of the quantities given in the schedule of quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project. The Tenderer / Contractor may add to or deduct items, quantities to the items, supplied in Schedule of Quantity as per the scope of the work, drawings and specifications provided in the tender document. As already clarified, the quantities in Schedule of Quantity shall not form part of the agreement and in no way have any bearing of the completion of the work as defined in the tender documents, however, the rates quoted shall be used for variation. It shall be the responsibility of the contractor to satisfy himself of the completion of the documents for the scope of work given to him. Nothing extra shall be payable if any additional information or detail is provided later on for carrying out the works stated in the documents.

- Contractor shall be deemed to have read carefully all the Tender Documents, Scope of Work and acquainted himself with the work by visiting the site. The quoted Lump-sum price are inclusive and complete in all respect to make buildings functional as per the standard of Embassy of India's work.

- Lump-sum Fixed Price / Amount as quoted in the “Form of Tender” shall be the basis for deciding the tender quote and the L-I bidder.
- **Payment:-**

All the payment shall be released as progress payments on the basis of Certificate signed by the Head of Chancery or an authorised Representative of the Mission and Architect (if appointed). The detailed work schedule and the payment schedule would be furnished by the Contractor to Head of Chancery and Architect (if appointed) who will approve it before it forms the part of the agreement. However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Embassy of India and the Architect, the progress payment shall be made on the basis of evaluation of work done by the Embassy of India. All permissible deductions shall be effected during the Progressive Payments.

Scope of Work & Eligibility Criteria

The Contractor shall note that quantities shall not form part of the agreement and he shall complete all the works as defined in the Scope of Work. The Contractor shall complete all the works as stated above irrespective of the quantities / details since these will not form part of the agreement however the unit rates quoted there for items shall be used for working out the variations as per tender conditions.

- Commencement of the works shall be effected 15 days from the date of issue of acceptance letter of intent or handing over the site, whichever is later.
- The Retention Money will be deducted @ Ten Percent (10%) of the value of the executed works limited to 10 % of Accepted Tender Cost. Retention Money release shall be regulated as per terms and condition of the agreement.
- The Period of Completion for the whole of the works is 21 days calculated from the seven days from the date of issue of acceptance letter of intent or handing over the Site, whichever is later. Such 7 days period being defined as the mobilization period.
- The amount of Liquidated Damages payable by the Contractor to the Employer will be calculated @ 0.5% of accepted contract amount per week to be computed on per day basis. The total amount of liquidated damage shall be limited to 10% of Accepted Tender Cost.
- The Defect notification period shall be Three Hundred Sixty Five (365) days.
- The Employer will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
- The Tenderer must submit with his offer a list of Sub Contractors and Specialist names he proposes to use on the Works.
- The Embassy, however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause.
- The successful Tenderer shall be responsible for co-ordinating his work with various Sub-contractors and other bid-pack Contractors employed on the Works co-ordinating his work between various trades, obtaining all the necessary information from subcontractors for the purpose of the overall programming of his

works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.

- No advance payment is permissible.
- Payment shall be linked to stages of progress of work.
- Letter of guarantee for work for a period of one year is required.
- **Contractors should have good experience in relevant field of work and submit recent list of jobs done with specified names of clients in the Technical bid .**

Aspects to be covered

EXAMPLE

1. *Humidity treatment, repairing of all kind of seepages and any other decomposed parts in the walls and the ceilings in order to avoid any further moisture in future.*

2. *The companies are requested to specify the approximate durability of the paint applied.*

3. *Technical requirements of the paint:*

Type : 100% Acrylic

Colour : Cream

Density of the paint : 1.025 -1.380 gram per milliliter

The work should be completed within 21 days calculated from 7 days after the date of issuance of acceptance letter

4. A top quality fade resistant paint should be used. The exterior colour scheme is offwhite for walls. All other paint colour to be confirmed upon consultation with the Embassy of India, ABC prior to work commencement.

Schedule of Items

The tenderer will describe the extent of service trades offered.

Schedule of Prices

Site / Area	Description	Work Required	Area m2
Subtotal			
IVA			
Total sum			

Special Terms and Conditions

Working Condition

- i) The agency need to deploy the professional workers / technicians trained in the field. The quality and the time limit should not be compromised under the supervision of the company's person in in-charge.
- ii) The access to the premises should be controlled through registration of entrances and exit.
- iii) The workers on duty should be strictly forbidden to the consumption of alcohol and other such substances prohibited by law on duty time.
- iv) The Agency will be exclusively liable for the wages, funds, social security, bonus, gratuity, leave, health insurance etc. in respect of his workers deployed by the company.
- v) If, at any time during the period of contract, it is observed by the Embassy or its authorized representative, that the services rendered by the company are not to the satisfaction of the corporation or any terms of the contract are violated, Embassy reserves the right to terminate the contract without any notice.

Administration of contract

Work will be authorized by means of a works order issued under the authority of Embassy of India, Tokyo.

Payment for work

1. No Advance payment is permissible.
2. Payment shall be released linked to stages of progress of work

A claim of work completed may be made by the service provider and is to be in the form of a IVA tax invoice and is to show the following information:

1. Requirement of a VAT tax invoice
2. Order Number
3. The date the work was carried out at each location with description.

The claim/Invoices are to be addressed to Embassy of India at intervals of not less than one week .

Payment will be measured on a lump-sum basis upon satisfactory completion according to this specification, and on a monthly/weekly basis per item completed.

Maintaining service

- i) The contractor (service provider) is to maintain during the period of the contract the level and quality of service offered in the contract documents.
- ii) Where necessary, specialized sub-contractors shall be employed by the contractor to ensure competent completion of section of works.
- iii) All replacement material shall be the new and of the best quality and shall be installed in accordance with good trade practice. To the best of his ability the contractor shall supply replacement components to match existing details. Repair work should be performed in a tradesman like manner.

Responsibility of Contractor

- i) At no time during the continuance of the contract shall the principal or its representative, servant or agent act or be deemed to act in any manner whatsoever for or on behalf of the contractor or so as to relieve or release the contractor in any way from his contract responsibilities.
- ii) No inspection or interim approval of the work or any part thereof made or given by Embassy of India, or its representative during the execution of works and prior to the final acceptance of the works at the end of the maintenance period, in accordance with the terms hereof shall relieve or release the contractor in any way, from his responsibility mentioned in (a) above.
- iii) The contractor's attention is drawn to his statutory obligations pursuant to the Health and Safety law in the country. No cost additional to the contract price shall accrue on account of the contractors obligations under the Act and the contractor shall indemnify the principal against costs arising from any failure of the contractor to meet his obligations.

The contractor shall be the 'the person in control of the work' for the purpose of Act.

Compliance

- i) The Contractor shall ensure that the conditions of the Health and Safety in Employment Act are strictly complied with. The Contractor will also comply with the requests from the staff of the engineer.
- ii) The Contractor shall notify the Embassy of India as soon as practicably in the case of an accident on site resulting in personal harm. Details of the incident shall be

forwarded to the concerned authority no later than 48 hours following a personal injury accident.

Public Safety

The Contractor shall protect members of the public and third party from site hazards and use barriers where necessary to separate the public work areas.

Quality of workmanship

All work is to be carried out as per best trade and accepted working practices, using current market of standards.

