**Government of India**

**Embassy of India, Rome**

**Italy**

**INVITATION TO BIDDERS**

***Nome of the Works : Repainting/Whitewash of the internal walls of the Embassy Residence at Via di Vigna Due Torri, 116 - Rome*.**

The Embassy of India, Rome, Italy, on behalf of the President of India invites Lump-sum Fixed Price Tender for the renovations of the Embassy Residence at Via di Vigna Due Torri, 116 - Rome.

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

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| --- | --- |
| **Technical Bid Document:** |  |
| Document – I | Press Notice, Invitation to Bid, Instruction to Bid, Scope of Work & Eligible 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 as per Annexure -A |
| Document - IV | Conditions of contract including standard formats for BG/ Guarantee etc. |

1. The Tender documents will be free of cost. These can be obtained from Office of HOC, Embassy of India, Rome – Italy, Via XX Settembre, 5 – 00187 Rome
2. The Tender shall be submitted before 3.00 p.m. on or before 20TH July 2017 in the Office of HOC, at Via XX Settembre, 5 – 00187 Rome. Any Tender received after this date and time will not be considered. Technical Tender only shall be opened on the ­21st July 2017 at 1500 hrs in the presence of representative of the bidding companies.
3. The Tender shall remain valid for a period of Sixty (60) days from the date of opening or any extended period.
4. The value of Earnest Money Deposit (Tender Bond/bid security) will be 2% and shall remain valid for a period of Sixty (60) days with effect from the last date stated in Paragraphs (2) above or any extended period.
5. 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.
6. Commencement of the works shall be effected Fifteen (15) days from the date of issue of acceptance letter of intent or handing over the site, whichever is later.
7. The retention money will be deducted @ Ten Percent (10%) of the value of the executed works limited to Ten (10) % of Accepted tender Cost. Retention money will be released after six months.
8. The Period of Completion for the whole of the works is (60 *days*) calculated from the Fifteen days from the date of issue of acceptance letter of intent or handing over the Site, whichever is later. Such 15 days period being defined as the mobilization period.
9. 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.
10. The Defect notification period shall be Three Hundred Sixty Five (365) days.
11. The Employer will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
12. The Tenderer must submit with his offer a list of Sub Contractors and Specialist names he proposes to use on the Works.
13. The Embassy of India, however, will always have the right to accept of reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause.
14. 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.

 **Address -** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 **Fax:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSTRUCTION TO BID**

***Renovations of the Embassy Residence at Via di Vigna Due Torri, 116 - Rome***

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

 **A) Technical Bid Document:**

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

 **B) Financial Bid Document:**

 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.*

1. The Employer will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submittal of his Tender.
2. 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.
3. 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.
4. 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.
5. The Lumpsum Fixed Price/amount and rates for variations must be quoted both in figures and words and the currency must be in *Kina* 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.
6. 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.
7. The Tenderer must submit with his Tender an Earnest Money Deposit (EMD) / Tender security to Employer in the form of a demand draft drawn on any acceptable Bank or a Bank guarantee in favour of EmployerEmbassy of India, Rome - Italy. This EMD must be valid for 90 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 Employer.
8. The Tender shall be submitted in sealed envelopes as described below:-

Envelope “A” Earnest money Deposit (EMD)/Tender security

Envelope “B” Technical Bid Documents

Envelope “C” Financial Bid Document

And addenda or other enclosures as required in the tender.

The envelopes containing “A”, “B” & “C” of offers shall be duly super scribed with above titles and description of work. 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.

1. 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 employer shall be at liberty to forfeit the EMD absolutely.
2. The Performance security/Performance Guarantee made out to the value of five Percent (5%) of the Accepted Contract Price in the form of Bank Guarantee shall be submitted as described in the conditions of contract.

The Performance security Bank Guarantee shall remain valid for a period to cover the execution and defect notification period of the works as a Guarantee to secure the proper carrying out, the handing over and maintenance of the works and recovery of compensation of such other sums that may become due to the Employer from the contractor under the terms of the contract and shall not have been paid by him on demand.No Advance will be paid till certain work stage has been completed by the Contractor

1. Without prejudice to anything contained in the foregoing paragraphs, the contractor shall always maintain the Performance Security Bank Guarantee at the full amount until the date of issuance of the Defects Liability Certificate in accordance with the terms and conditions of the contract. If the contractor fails to maintain the performance security in the full amount, the employer may by registered letter sent to the contractor, terminate his employment under the contract without necessity for any legal or other formality or reference to judicial proceedings.
2. The acceptance of the Tender shall be conditional and not finally binding upon the Employer until the Performance Security Bank Guarantee has been duly provided and the actual contract signed between the Employer and the contractor. Should the contractor fail to sign the contract within the stipulated time or to provide the Performance Security Bank Guarantee within the period allowed or for any other reason withdraw his participation in the Tender, the Employer 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) / Tender security 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.
3. Any further information or clarification which the Tenderer may require in order to complete his Tender may be contained from:

***Embassy of India,***

**Via XX Settembre, 5 – 00187 Rome (Italy)**

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

1. At any time prior to the date of opening of the proposals the Employer 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 Employer as to the meaning of anything connected with the Tender Document.

1. The date and time for submission may be deferred by an official notification in writing issued by the Employer to all Bidders. Tenders received after this date will not be considered.
2. Tender may be disqualified for any reason including, but not limited to the following:
3. If tenderer sets forth any conditions which are unacceptable to the Employer.
4. 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.
5. If there is evidence of collusion between Bidders.
6. If Tender sets forth any offer to conditionally discount, reduce or modify its tender.
7. If Bid price is disclosed before opening of Financial Bid.
8. *(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.*

1. Scope of Work

Scope of Work is enclosed in the Tender Documents as Annexure 'A'. 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. Contractor shall satisfy himself of the quantities given in the schedule of quantities. These quantities shall be taken as guidance to assess the approx quantum of work involved in the project. The 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.

1. Contractor shall 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 Mission's work.
2. Lump-sum Fixed Price/Amount as quoted in the “Form of Tender” shall be the basis for deciding the tender quote and the LI bidder.

1. **Payment:-**

All the payment shall be released as progress payments on the basis of certificate signed by the authorised Representative of the Mission. The detailed work schedule and the payment schedule would be furnished by the contractor to employer/Architect 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 Architect, the progress payment shall be made on the basis of evaluation of work done by the Architect. All permissible deduction shall be effected during the Progress Payment.

**Annexure - A**

**Scope of Work**

 The area to be repainted measures around 3,500 square metres of cement/wood/metal surface spread over 25 rooms (rooms, corridors, bathrooms, etc…). The scope of work is defined below:

* Removal of furniture from the work area.
* Scraping, patching and sanding of the entire surface to be repainted including wooden and metal surfaces (40 doors/windows/built in closets/grills, etc.).
* Filling up of nail holes/dents/cracks.
* Removal of dust/grime/stains from the painting surface.
* All floors to be covered with drop cloths
* Doors, windows, switches and any other non removable fixture should be properly covered with painter’s tape
* Application of a coat of primer base on ceilings and walls.
* Application of two coats of paint on ceilings walls and trim/molding.
* Polish/waxing/buffing/varnishing/painting of the wooden surfaces, as per requirement.
* Application of a primer and two coats of paint on metallic surfaces.
* Cleaning of the work area
* Return all items of furniture to their original positions.

**Eligibility Criteria**

(Based on the scope of work)

***The applicant should have valid permit / registration from a competent local authority for carrying out building works in Rome.***

The applicant should have satisfactorily completed three similar works each costing not less than 80% of the estimated cost or completed two similar works each costing not less than *50% of the estimated cost* or one similar work costing not less than *40% of the estimated cost* during the last 5 years ending last day of the month previous to the one in which applications were invited. The above costing is excluding. VAT.

**Similar works means** – Building of Reinforced Cement Concrete framed structures including all utility services for Diplomatic Buildings / Buildings of International Importance, office buildings, Hotels, Shopping Malls, Apartment complex etc.

1. The applicant should have had average annual financial turn-over of …...................(currency) on Construction works during the immediate last three consecutive financial years. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
2. The applicant should not have incurred any loss in more than two years during the last five consecutive financial years. This fact shall be duly certified by the Chartered Accountant.
3. The applicant should have solvency of 30% of the estimated cost certified by their banker.
4. The applicant should own construction equipment required for the proper and timely execution of work. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposes to hire.
5. The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these employees stating clearly how these would be involved in this work.
6. The applicant should submit list of all completed works in the last 5 years and list of all works in hand.

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