

No. LUS/872/1/2023
भारत का उच्चायोग, लुसाका
High Commission of India
Lusaka, Zambia

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF VISITOR'S WAITING ROOM, HIGH COMMISSION OF INDIA.

The President of India acting through the High Commission of India in Lusaka requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for construction of visitor's waiting room adjoining in the entrance of Chancery premises. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Head of Chancery, High Commission of India, 1, Pandit Nehru Road, P.O. Box 32111, Lusaka, Telephone No.: +260-211-253159; email- hoc.lusaka@mea.gov.in on or before **1600 hrs on 13.02.2023**. 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 High Commission of India, Lusaka at <http://www.hcizambia.gov.in>

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the High Commission of India, Lusaka for construction of visitor's waiting room adjoining in the entrance of Chancery premises.

3. Location and description of Property:

High Commission of India
No. 1 Pandit Nehru Road,
Longacres,
Lusaka

4. Scope of Work:

Extended room behind, Block work- 'L' shape, Roofing, Ceiling(PVC), Tiles, Aluminium Windows, Painting, Electric Switches, Floor Concrete, providing airport type benches 2/2 seaters X10, Split AC, Water dispenser.

5. Period of Completion: 15 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 from 1000 hrs. to 1200 hrs. any working days. The appointment may be fixed by calling telephone No.: +260-211-253159 or by email to admnlusaka@mea.gov.in or akamlusaka@mea.gov.in

7. Submission: The proposals (bids) should be submitted in two sealed envelopes:

(i) Containing company profile, experience of painting of Government or Diplomatic building in one envelop and

(ii) Financial bid containing details of type, quality and cost of the materials used in the work in the other. The last date of submission of sealed bids is **1600 hrs on 13.02.2023** in the office of Head of Chancery, High Commission of India, 1, Pandit Nehru Road, Lusaka. Telephone No.: +260-211-253159; email- admnlusaka@mea.gov.in &

hoc.lusaka@mea.gov.in. The bids received till closing time will be opened on **1600 hrs on 13.02.2023** in the High Commission of India, Lusaka. All pages of the submission document must be signed by authorised signatory.

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Invitation to Tender

1. The President of India acting through the High Commission of India in Lusaka invites Lump-sum Fixed Price Tender for construction of visitor's waiting room adjoining in the entrance of Chancery premises. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

Bid Documents:	
Document- I	Schedule of Items
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Standard formats for Bid Securing Declaration

2. The last date of submission of sealed bids is **1600 hrs on 13.02.2023** in the office of Head of Chancery, High Commission of India, 1, Pandit Nehru Road, Lusaka. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on **1600 hrs on 13.02.2023** in the High Commission of India, Lusaka. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India.

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 the construction work for visitor's waiting room adjoining in the entrance of Chancery premises.

5.2 Similar work: The tenderer should have satisfactorily completed similar works (means painting of Government or Diplomatic buildings) during the last 5 years.

6. **Defects Liability Period:** Defects Liability period will be six months from date of completion of work.

7. **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.

8. Completion: The Period of Completion for the whole of the works is 15 days calculated from the date of commencement of works.

9. Retention Money: 10% of contract amount of the bill/invoice for payment shall be withheld till expiry of Defects Liability Period i.e. six months starting from the day of completion of work.

10. Conflict of Interest: In case of a dispute arising due to technical, administrative matters, interpretation of contract, lack of funds, delayed payments, change of key experts from either side, delay in key approvals, deviation from scope of work etc., should be notified by one party to the other party, with recommendations for mutual resolution of dispute at higher level from both side, if necessary. In case the dispute cannot be mutually resolved amicably, resolution under Arbitration Clause should be provided for with award of the Arbitration Tribunal being binding on both parties. To avoid Conflict of interest, the terms of the contract should be subject to Code of integrity specified in Rule 175 of GFR.

11. Arbitration:

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

11.2 The Arbitration will have its sittings in High Commission of India.

12. Rejection: High Commission of India 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.

13. Sub-contractors: The Tenderer must not Sub-Contract this work.

Address: Head of Chancery
High Commission of India,
1, Pandit Nehru Road
Lusaka

TENDER FOR SELECTING CONTRACTOR FOR CONSTRUCTION OF VISITOR'S WAITING ROOM, HIGH COMMISSION OF INDIA.

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	:	Bid Securing Declaration (BSD)

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 High Commission of India 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 Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

1.4.1 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.

1.4.2 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.

1.4.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

1.4.4 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 Kwacha only.

1.4.5 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.5 Validity of Bid - The Bid shall remain valid for a period of 90 (Ninety) days from the date of the opening of the bid or up to any mutually extended period.

1.6 Tender and Schedule of Quantities

1.6.1 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. The minimum quality of the paint must be **Super Acrylic Polvin, appearance: matt, with at least 2 Years guarantee, must have ceramic technology with enhanced durability, high whiteness and hiding, very good scrub-ability and 100% washable paint.**

1.6.2 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.

1.6.3 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.

1.6.4 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.

1.6.5 The company makes the necessary calculations regarding the adequacy of the boilers to be used.

1.6.6 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.

1.7 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.

1.8 Errors and Rectification:

1.8.1 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.

1.8.2 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.

1.8.3 If amount quoted on Form 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.

1.9 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with '**Construction of visitor's waiting room adjoining in the entrance of Chancery premises**', containing the financial and experience parts of the Bid.

1.9.1 The last date of submission of sealed bids is **1600 hrs on 13.02.2023** in the office of Head of Chancery, High Commission of India, 1, Pandit Nehru Road, Lusaka.

1.9.2 The date and time for submission may be deferred by an official notification in writing issued by the High Commission of India to all Bidders. Tenders received after this date will not be considered.

1.9.3 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.

1.10 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the High Commission of India. The High Commission of India 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.

1.11 Amendments to Tender Document - At any time prior to the date of opening of the tender, the High Commission of India 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 High Commission of India.

1.12 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Head of Chancery, High Commission of India, 1, Pandit Nehru Road, Lusaka. Telephone No.: +260-211-253159; email- hoc.lusaka@mea.gov.in & adm.lusaka@mea.gov.in.

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

1.14 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the High Commission of India as to the meaning of anything connected with the Tender Document.

1.15 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

1.15.1 If tenderer sets forth any conditions which are unacceptable to the High Commission of India.

1.15.2 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.

1.15.3 If there is evidence of collusion between Bidders.

1.15.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.15.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.16 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, taxes (VAT), etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

1.17 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 of 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 High Commission of India.

1.18 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.

1.19 Payments:

1.19.1 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the High Commission of India.

1.19.2 The detailed work schedule and the payment schedule would be furnished by the Contractor to the High Commission of India who will approve it before it forms part of the agreement.

1.19.3 However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the High Commission of India, the progress payment shall be made by the High Commission of India on the basis of evaluation of work done.

1.19.4 All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

1.20 High Commission of India's right to waive - The High Commission of India reserves the right to waive any deficiency in any tender where such waiver is in the interest of the High Commission of India except that no proposal will be accepted if any of the preceding statutory documents was not submitted with the tender.

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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.

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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/ technical works required/ necessary, if any, for complete installation.

3.3 Period of completion for the work is **15 Days**.

3.4 **Defects liability period** shall be as per Warranty Period of the equipment and 180 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 High Commission of India shall be at liberty to forfeit full or part of his retention money and/or any other money or guarantee of the Contractor available with the High Commission of India.

3.5 The tenderer shall guarantee among other things, the following: - Quality, and durability of the materials used; and Good workmanship.

3.6 **Commencement date of work** shall be counted from the 7 days of Issue of Letter of Acceptance or Letter of Award or from the date of handing over of site whichever is later.

3.7 **Payment:** - Payment of 90% of the bid amount may be released after satisfactory completion of the work. The remaining 10% will be on hold till the end of retention period i.e. 6 months from the date of satisfactory completion of work.

3.8 No escalation on rates due to delay in works shall be admissible.

3.9 **Specification:** 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. The paint used must be atleast following qualities:-

Super Acrylic Polvin, appearance: matt, with at least 2 Years guarantee, must have ceramic technology with enhanced durability, high whiteness and hiding, very good scrub-ability and 100% washable paint.

3.10 Non-completion of work: In case of non-completion of work within stipulated time or within approved extended time, the High Commission of India shall be at liberty to confiscate the retention money and any other dues of the Contractor.

3.11 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.

3.12 Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

3.13 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.

3.14 Validity of the Contract: This Contract shall become effective and valid from the date of awarding of work to the contractor and remain effective till the end of Retention period of 6 months.

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

3.16 Termination of Contract: The contract is automatically terminated in the following cases:

3.16.1 If it appears that the contractor itself or through someone else used fraud or manipulation in its dealings with the contracting authority or in obtaining the contract.

3.16.2 If collusion, fraud, corruption or monopoly practices are found.

3.16.3 If the Tenderer becomes bankrupt or insolvent.

3.16.4 If the Contractor is not able to satisfactorily perform whole or part of the Contract as per contractual obligations.

3.17 Settlement of Disputes and Arbitration- All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the High Commission of India, Lusaka or any person nominated by him/her. The arbitration shall be in accordance with the local laws in place in this regard. The

arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.

3.18 This Tender document is not an agreement and is neither an offer nor invitation by the High Commission to the prospective Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this NIT (the "Bid"). This Tender document includes statements, which reflect various assumptions and assessments arrived at by the High Commission in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the High Commission and its employees to take into consideration the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

3.19 The High Commission may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document.

3.20 The issue of this tender document does not imply that the High Commission is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the High Commission reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

3.21 Further, all information/data/reports/pitches/data or other material submitted to the High Commission under this Tender document by the Applicant shall become the property of the High Commission. The Applicant hereby agrees that they shall not have any right claim, authority whatsoever over the submitted information/reports/pitches/data or other material to the High Commission. The Applicant further agrees and undertakes that the High Commission may use the aforesaid information/data/reports/pitches/data or other material at its sole discretion and the Applicant shall not have any objection whatsoever in the High Commission using the same.

3.22 The firm shall be a legal entity as per the Government rules/regulations and laws of the land.

3.23 The firm should not have been blacklisted by any Government organization.

3.24 High Commission of India, Lusaka shall not be liable for any cost incurred by the respondents in preparing responses to this tender or negotiations associated with award of a contract.

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Section-IV

Scope of Work

The following works are required to be carried out:

- (i) Construction of visitor's waiting room adjoining in the entrance of Chancery premises

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Section-V

Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.	Amount of the paint required Minimum specification: Super Acrylic Polvin, Matt appearance, 2 Year Guarantee, with Ceramic technology with enhanced durability, high whiteness and hiding, very good scrub-ability and 100% washable paint		
2.	Amount of other smoothing materials required		

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.

5.6 Removed and dismantled iron materials value will be deducted from the total cost of productions of aforementioned works.

5.7 While bidding for the buyback items, it may be noted that the price quoted by the contractor shall always be considered as credit (-ve) and the same shall be adjusted in the payment due for supply & installation of the Heating Systems. Even if the bidder inadvertently adds the quote against buy back items, while working out the total amount the

same shall be deducted and accordingly the final quoted total amount is arrived after correction.

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Section-VI

6 Form of Tender

(To be submitted by the bidder)

To: Head of Chancery,
High Commission of India
Lusaka, Zambia

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: Zambian Kwacha_____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:

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Section-VII

1. 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:

No. Lus/Prop./872/01/2023
High Commission of India
Lusaka

Subject: Creation of Tender Evaluation Committee(TEC)

Reference: Approval for construction of visitor's waiting room, High Commission of India

2. The closing date for the bid submission for the above mentioned tender is 13 February 2023 at 16:00 hrs. The tender has a two bid system and the technical part of the bids will be only be opened on 13.02.2023 at 16:00 hrs. To evaluate the bids, it is proposed to constitute a Tender Evaluation Committee(TEC) comprising following Officers:-

- i) Shri Murugesan Ramaswamy, Second Secretary
- ii) Shri Sudipta Roy, Second Secretary
- iii) Shri Anil Kumar Halder, Attaché

Submitted for approval please.

(A.K. Halder)
Attaché(Accts.)
20.01.2023

HOC

HC