

No.AMM/862/02/2017
Embassy of India
Amman

NOTICE INVITING TENDER FOR SELECTING CONTRACTOR
FOR
Re-development project of Embassy Residence

The President of India acting through the **Ambassador** of India in **Amman** requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **Re-development project of Embassy Residence, at No. 33, Tawfiq Abu Al Huda Street, between 3rd and 4th Circles, Jabal Amman**. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of **JD 27797.00 (Twenty Seven Thousand Seven Hundred Ninety Seven only)** may be submitted as mentioned hereinafter at Para-8. This notice inviting tender (NIT) may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the **Embassy of India, Amman** at <https://indembassy-amman.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 in Amman for Redevelopment project of Embassy Residence No. 33, Tawfiq Abu Al Huda Street, between 3rd and 4th Circles, Jabal Amman**.

3. Location and description of Property: The Embassy Residence, No. 33, Tawfiq Abu Al Huda Street, between 3rd and 4th Circles, Jabal Amman, is a GOI owned property which was built in early 60s according to the building codes prevalent at that time. The existing building (to be demolished) is a RCC structure with walls made of PCC (Plain Cement Concrete) with Jamaein Stone, from West Bank, cladding. It is situated in corner plot measuring 879 sq.m and is a double storied structure. The location of the building is in prestigious and affluent neighborhood of Amman with the residences of other Ambassadors, Royal family of Jordan and eminent citizens of Jordan situated there. It is a safe and secure area with the location befitting the status of Ambassador of India.

4. Scope of Work:

The proposed project includes about (1,348) sqm of built-up area over a land area of about (879) sqm comprising:

A- Four (4) levels (Basement below grade, Ground, First & Second above grade),

B- Floors Accommodate:

Basement: Parking & services.

Ground: Representational, dining room, drawing area, kitchen & services

First: Family's kitchen, living room, 4 kids master rooms, laundry room.

Second: Ambassador master bedroom, dressing room & office.

- Contractor shall prepare and submit a comprehensive construction program setting out the schedule for completion of the works including that of all sub - contractors and identifying all critical activities.
- Demolish the existing building (2 stories) and boundary walls with all related dismantling works as specified and as Engineer's instructions and approvals. (Approximate built-up area for building to be demolished is 880m²)

- Demolish of materials shall be removed away from the site to an approved dumping areas according to Engineer's approvals
- Excavation in any kind of soil, rock ... etc., starting at natural ground level to approved excavation level, including shoring system, removal of surplus material from site to an approved dumping area and dewatering, complete as shown on drawings and as Specified.
- Project is comprised of reinforced concrete structure, filled with concrete masonry, stoned exterior walls, internal wall finishes, floor finishes, suspended ceilings and fittings
- The proposed design for the Foundations is approximate and will be redesigned after demolishing the existing building and performing the soil test
- Furniture installation, fixture & Equipment; Mechanical, Electrical and Plumbing works; home automation systems (AV, IT and security works), External works (Soft and hard landscape, drainage system, water reticulation, sewerage etc.) and all the other detailed works implied in the Tender document necessary should be completed in a proper process that comes up with the Embassy standards as well as all the involved teams.

5. Period of Completion: 18 Months

6. Tender: The bidding will take place in two stages:

- (i) **Stage-I:** Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed
- (ii) **Stage-II:** Eligible firms would be issued with tender documents for submission of lump-sum financial bid.

7. Site visit & Pre-bid meeting: 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. Eligible firms would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.

8. 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) Earnest Money Deposit (EMD) of **JD 27797.00 (Twenty seven thousand seven hundred ninety seven only)**, which should be as per the format given in this tender. The last date of submission of sealed bids is 1500 Hrs on 30 March 2020 in the office of **Mr. Murugaraj D., Head of Chancery, No.24 Al Hidhab Street, Abdoun, Amman, hoc.amman@mea.gov.in, 00962-6-4622098**. Technical bids will be opened on 1000 Hrs on 06 April 2020 in the Embassy of India, Amman. All pages of the submission document must be signed by authorized signatory.

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Tender Documents

Tender Contents

A. Technical Bid Documents

- Document I : Invitation to Tender
- Document I – Section-I : Instruction to Bidders
- Document I – Section-II : Introduction and Credentials of Bidder*
- Document I – Section-III : Documents to establish eligibility

B. Other Documents

- Document II – Section IV : Format for Earnest Money Deposit (EMD)
- Document II – Section V : Performance Bank Guarantee format

* 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.

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Invitation to Tender

The President of India acting through the **Ambassador** of India in **Amman (Jordan)** invites Lump-sum Fixed Price Tender for **Re-development project of Embassy Residence, at No. 33, Tawfiq Abu Al Huda Street, between 3rd and 4th Circles, Jabal Amman**. 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, documents to establish eligibility as per Eligibility Criteria
Other Mandatory Document to be submitted along with Technical Bid Document:	
Document- II	Earnest Money Deposit (EMD)

2. The last date of submission of sealed bids is 1500 Hrs on 30 March 2020 in the office of **Mr. Murugaraj D., Head of Chancery, No.24 Al Hidhab Street, Abdoun, Amman, hoc.amman@mea.gov.in, 00962-6-4622098**. Technical bids will be opened on 1000 Hrs on 06 April 2020 in the Embassy of India, Amman. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on 1000 Hrs on 06 April 2020 in the Embassy of India, Amman. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Amman.

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 work in Amman (Jordan) in the Diplomatic property of the Embassy of India, Amman.

5.2 Similar work: The Tenderer must have satisfactorily completed (i) one similar work of value of **JD 1111880.00** (exclusive of VAT/taxes) or more or (ii) two similar works of value of **JD 694925 or more each** (exclusive of VAT/taxes), or (iii) three similar works of value of **JD 555940 or more each** (exclusive of VAT/taxes). Similar works means Buildings (constructed under single contract) of Reinforced Cement Concrete framed structures including all utility services such as Modern office buildings, Hotels, Shopping Malls, Embassies, apartment complex's etc. The work in which compensation has been levied for delayed completion shall not be considered for eligibility.

5.3 Bank Solvency: The tenderer should submit Certificate of Solvency for **JD 555940** or more, certified by bank. The certificate should not be older than a month and it is required to be renewed periodically every six months.

- 5.4 Annual Turnover:** The bidder should have had average annual financial turn-over of **JD 694925 or more** (excluding VAT) or more on Construction works during the immediate last three consecutive financial years. This should be duly audited/certified by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- 5.5 Profit-Loss:** The applicant should be a profit making company/firm and should not have suffered any financial loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. This fact shall be duly certified by the Chartered Accountant.
- 5.6 Joint venture:** Joint Venture (JV) firms formed specifically for this tender shall not be permitted. JV, like a single entity, meeting all eligibility criteria shall be permitted. JV partners meeting eligibility criteria on individual basis separately shall not be permitted.
- 6. Retention Money:** Retention Money will be limited to 5% of the accepted tender amount and 5% of each Running bill will be deducted towards retention money. Retention money shall be released against equivalent amount of Bank Guarantee (BG) to be submitted by Contractor. BG should be valid for completion period plus defects notification period. In case of time extension of project, the BG should be revalidated up to extended time plus Defects Liability period.
- 7. VAT clause:** The Lump sum quote from bidder shall be exclusive of VAT.
- 8. Lump Sum Contract :** Lump sum price tender- BOQ is only for reference purpose and will not form part of the contract. It is to be used for pricing of variations, if any.
- 9. Liquidated Damage:** It shall be 0.5% per week of delay limited to 10% of accepted tender cost. This shall be calculated on per day basis for each day of delay.
- 10. Payment against material (Secured Advance)** [plant and material intended for the work] Payment against 80% of the landed price of non-perishable material brought at site but yet to be used in works shall be allowed as secured advance and this shall be adjusted in Running Account Bill of work done involving material (full or part) as consumed in works.
- 11. Mobilization advance: Mobilization advance will be limited to 10% of tendered amount.** The mobilization advance shall be released only on submission of a Bank Guarantee from a schedule bank for the 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 to complete recovery. The advance shall be released in two or more installments. A valid Bank Guarantee should be available for the amount of outstanding advance at all times. The recovery of mobilization advance shall commence after 10% of work is completed and the entire amount shall be recovered by the time 80% of the work is completed.
- 12. Arbitration / litigation** this shall be as per UNCITRAL. Jurisdiction would be of the local courts.
- 13. Escalation** No escalation on accepted tender cost will be permitted.
- 14. Delay in payment of Running Bill** Employer would make payment of Running Account Bill (Payment of work done of all undisputed items) within the stipulated time but in case of delay no interest will be payable.

15. Conditions of Contract: The works shall be carried out in accordance with General Conditions Of Contract along with specific conditions of contract as given in tender documents.

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

17. Performance Security: 5% of the contract value shall be submitted in the form of a Bank Guarantee as per format 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.

18. Completion: The Period of Completion for the whole of the works is (18 month) calculated from the date of commencement of works.

19. Rejection: Embassy of India, Amman 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.

20. The tender documents for Stage-II will comprise but not limited to:

- (i) Construction drawings
 - a. Architectural
 - b. Structural
 - c. Electrical
 - d. Mechanical
- (ii) Detailed project report
- (iii) Conditions of contracts
- (iv) Technical specification
- (v) Bill of quantities

Address: No.24, Al Hidhab Street, Abdoun, Amman(Jordan).
Email: hoc.amman@mea.gov.in
Fax: 00962-6-5926735

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Section-I

INSTRUCTION TO BIDDERS

1. The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder (To be prepared and submitted by the Bidder)
Section -III	:	Documents to establish eligibility (To be prepared and submitted by the Bidder)
Section – IV	:	Standard format for Earnest Money Deposit (EMD) (To be prepared and submitted by the Bidder)
Section-V	:	Standard format for Performance Guarantee

2. **Tender:** The bidding will take place in two stages:

- (i) **Stage-I:** Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed
- (ii) **Stage-II:** Eligible firms would be issued with tender documents for submission of lump-sum financial bid.

3. **Site visit & Pre-bid meeting:** 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. Eligible firms would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.

4. **Cost of Tendering:** The Embassy of India, Amman 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.

5. **Earnest Money Deposit**

The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee as per format or Online payment to **Bank Account: Indian Embassy , A/c No.: 01-2122774-02 (JOD), Standard Chartered Bank , Swift Code: SCBLJOAXXXX, Address: Shemessani Branch, Al Thaqafa Street, Amman , Jordan** amounting to **JD 27797.00**. EMD of unsuccessful bidders shall be returned at the earliest but not later than the 30th day after the L-1 bidder is identified. EMD of successful bidder will be returned after submission of Performance Bank Guarantee. If the successful bidder withdraws or modifies the Bid during the period of validity or after award of the contract fails to sign the

contract, or to submit a performance security before the deadline defined in the request for bids document, the EMD will be forfeited.

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.

7. Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with Redevelopment project of Embassy Residence for Embassy of India, Amman which shall have following two sealed envelopes inside:

Envelope A: Should contain the EMD. This envelope is to be super-scribed as "**EMD**" – section IV.

Envelope B: Should contain the documents mentioned in Section-I to Section-III. This envelope should be super-scribed as "**Technical Bid**".

7.1 The last date of submission of sealed bids is 1500 Hrs on 30 March 2020 in the office of **Mr. Murugaraj D., Head of Chancery, No.24, Al Hidhab Street, Abdoun, Amman, hoc.amman@mea.gov.in, telephone No. 00962-6-4622098 of the Embassy of India, Amman.**

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

7.3 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.

8. Selection process:

8.1 Envelope A i.e EMD will be opened first. Envelope B (Technical bids) will be opened on 1000 Hrs on 06 April 2020 in the Embassy of India, Amman only of those bidders who have submitted EMD. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Amman.

8.2 The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.

8.3 A list of technically qualified bidders shall be prepared. Eligible firms would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.

9. Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Amman. The Embassy of India, Amman 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.

10. Amendments to Tender Document - At any time prior to the date of opening of the tender, the Embassy of India, Amman 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, Amman.

11. Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact (Mr. Murugaraj D., **Head of Chancery, No.24, Al Hidhab Street, Abdoun, Amman, hoc.amman@mea.gov.in, telephone No. 00962-6-4622098 of the Embassy of India, Amman.**

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

13. 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, Amman as to the meaning of anything connected with the Tender Document.

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

- (i)** If tenderer sets forth any conditions which are unacceptable to the **Embassy of India, Amman.**
- (ii)** 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.
- (iii)** If there is evidence of collusion between Bidders.
- (iv)** If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
- (v)** If Bid price is disclosed or become known before opening of Financial Bid.

15. Embassy of India, Amman's right to waive - The Embassy of India, Amman reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Amman except that no proposal will be accepted if the Earnest Money Deposit (EMD) or any of the preceding statutory documents was not submitted with the tender.

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Section-II

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

Documents to establish eligibility

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. The documents shall be capable of establishing the eligibility of the bidder for the tender. For similar work, the bidder is required to submit work order, value and completion certificate of the work. Details of ongoing work would not be considered for establishing eligibility of the bidder.

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Section-IV

Bank Guarantee Performa for Earnest Money Deposit

Bank Guarantee No.....

Brief description of contract: **Redevelopment project of Embassy Residence**

Name and Address of Beneficiary: **Embassy of India, Amman. Address: No. 24, Al Hidhab Street, Abdoun, Amman (Jordan).**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Redevelopment of Embassy Residence project at Amman(Jordan) for Embassy of India, Amman**, 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 -----

----- **JOD**. 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 -----
----- **JOD**

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 -----
----- **JOD**.

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

Date:
Name:

Place:
Signature:

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Section-V

Bank Guarantee Proforma for Performance Security

Brief description of contract: **Redevelopment project of Embassy Residence**
Name and Address of Beneficiary: **Embassy of India, Amman. Address: No. 24, Al Hidhab Street, Abdoun, Amman(Jordan).**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Redevelopment of Embassy Residence project** at **Amman(Jordan)** for **Embassy of India, Amman**, and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Performance Security (5% of tendered cost) amounting to (**5% of the tendered cost of JOD_____**). 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 **calculated as 5% of the tendered cost of JOD_____**).

2. This guarantee is valid for a period of ____ Days and upto (**date should be two months 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 **5% of the tendered cost of JOD_____**)

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. his guarantee shall be governed and construed in accordance with the laws of the **Jordan** and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the **Jordan** Courts.

Date:

Name:

Place:

Signature: