

**Embassy of India
Moscow**

TENDER NOTICE No. MOS/PROP/551/06/2014 (part-IV) Dated 08.06.2021

**TENDER FOR UNDERTAKING ENGINEERING & DENDROLOGICAL SURVEY
IN CONNECTION WITH EMBASSY RESIDENTIAL PROJECT AT
STAROVOLYNSKAYA STREET, MOSCOW**



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Embassy of India
Moscow
SECTION-1
(NOTICE INVITING E-TENDER)

No. MOS/PROP/551/06/2014 (Part-IV)

Dated 08.06.2021

SUBJECT: TENDER FOR UNDERTAKING ENGINEERING & DENDROLOGICAL SURVEY IN CONNECTION WITH EMBASSY RESIDENTIAL PROJECT AT STAROVOLYNSKAYA STREET, MOSCOW

Embassy of India, Moscow invites bids from established firms/company for undertaking Engineering & Dendrological survey in connection with Embassy Residential Project at Starovolynskaya street, Moscow.

| Important Dates | |
|--|------------|
| Date of publishing | 08.06.2021 |
| Bid Document Download Start Date | 08.06.2021 |
| Clarification Start Date | 09.06.2021 |
| Date of Site Visit and meeting for clarifications (if any) | 15.06.2021 |
| Clarification End Date | 22.06.2021 |
| Bid Submission Start Date (offline by sealed envelope) | 09.06.2021 |
| Bid Submission End Date (offline by sealed envelope) | 29.06.2021 |
| Date of Technical Bid Opening at Embassy of India, Vorontsovo Polye 6-8, Moscow | 30.06.2021 |

2. Interested firms may submit their bids in **two bids system (Technical Bid and Financial Bid in separate sealed cover)** superscribed as 'Tender for undertaking Engineering & Dendrological survey in connection with Embassy Residential Project at Starovolynskaya street, Moscow. EMD mentioned in the tender document is payable by bank transfer in favour of **“Embassy of India, Moscow” payable at Moscow**, by 28.06.2021 along with the bid document.

3. The Competent Authority of the Embassy reserves the right to reject any or all the bids or to modify any terms and conditions of the tender without assigning any reason and the decision of the competent authority of the Embassy shall be final and binding. This notice inviting tender/ e-tender is not an offer or an agreement by Embassy of India, Moscow.

Sd/-
(Ved Prakash Singh)
First Secretary (Head of Chancery)
Embassy of India, Moscow
Vorontsove polye 6-8
Moscow 105064
Email-hoc.moscow@mea.gov.in

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SECTION-2
(Scope of work)

Offline quotations in sealed envelope are invited from experienced and reputed firms/companies as per eligibility criteria given in section 3 of the tender document for undertaking Engineering & Dendrological survey in connection with Embassy Residential Project at Starovolynskaya street, Moscow.

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SECTION-3

(Minimum Eligibility Criteria)

Embassy of India, Moscow invites bids in **two bids system (Technical Bid and Financial Bid in separate sealed cover)** from firm/company who fulfill the qualifying criteria as listed below:-

- a) **Legally Valid Entity:** The Bidder shall be registered with appropriate Russian Authority and must be in existence for a **minimum period of 5 years as on 30.06.2021.**
- b) **Registration and licenses:** **The Bidder must have appropriate licenses and registrations from all relevant authorities.**
- c) **Experience:** The bidder must have experience in doing similar project during last 5 years as per following details:-
 - i) One project of value of Rub 4,00,000/-
 - ii) Two projects of value amounting each of Rub 2,50,000/-
 - iii) Four projects of value amounting each of Rub 1,50,000/-.

Note: a) The above mentioned eligibility criteria must be supported by documentary proofs and the same may be provided at the time of submitting technical bids.

b) The Bidder/its sister concern/any group company should not have been blacklisted/debarred from participating in bid by Govt. of India, Embassy of India, Moscow & Russian Govt.

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SECTION-4
(Tender fee, EMD & Performance Security)

4.1. TENDER FEE & EARNEST MONEY DEPOSIT (EMD)

(a) Tender Fee : All the interested bidders have to provide non refundable tender fee of Rub 1,000/- (Rub one thousand only) by bank transfer to account of Embassy of India, Moscow.

(b) Earnest Money Deposit (EMD) of Rub 10,000/- (Rubles ten thousand only) has to be deposited in the Embassy account **failing which the bids will not be considered.**

(c) The submission of EMD is compulsory for all the Bidders, except those who are registered with the MSME, Central Purchase Organization, National Small Industries Corporation (NSIC) or the Ministry of External Affairs for the purpose.

(d) The EMD shall be returned to those bidders whose offer is not accepted by the Embassy within 30 days from the date of signing the agreement with the successful bidder. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. The EMD shall not carry any interest.

(e) EMD of the successful bidder will be returned on receipt of Performance Guarantee.

(f) EMD of a tenderer will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

4.2 PERFORMANCE SECURITY (PS) :

(a) The successful bidder has to deposit Performance Security which will be a sum equivalent to 5-10% (at discretion of Embassy) of the accepted contract value in favour of Embassy of India, Moscow (payable at Moscow) in form of Bank Guarantee /Fixed Deposit Receipt (FDR), within two weeks from the date of issue of letter regarding award of work. The contract regarding award of work would be signed on receipt of Performance Security.

(b) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly. No interest shall be paid on Performance Security.

(c) The Performance Security will be forfeited by order of the Competent Authority in the Embassy in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Embassy sufficient to cover any damage or incorrect or excess payments made on the bills to the firm, shall be retained.

(d) If the Contractor fails to provide the Performance Security at the time of signing of agreement, such failure shall constitute a breach of the contract and the Embassy shall be free to make other arrangements at the risk, cost and expense of the Contractor.

(e) On due performance and completion of the contract in all respects, the Performance Security will be returned to the Contractor without any interest on presentation of an absolute 'No Demand Certificate' from the Contractor.

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SECTION-5
(General Conditions, Site Visit & Payment terms)

A) General Conditions

1. At any time prior to the deadline for submission of bids, Embassy may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, modify the bid document.
2. Any amendment in the bidding document, at any time prior to the deadline for submission of bids, shall be uploaded as ‘corrigendum’ on <http://eprocure.gov.in/epublish/app> and www.indianembassy-moscow.gov.in. Such amendments/modification shall be binding on all the prospective bidders.
3. Embassy at its discretion may extend the deadline for the submission of bids if, the bid document undergoes changed during the bidding period, in order to give prospective bidder time to take into the consideration the amendments while preparing their bids.
4. Embassy reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or impart without giving any notice or assigning any reason. The decision of the Embassy in this regard shall be final and binding.
5. Quotation should be valid for six months (180 days) from the last date of submission of bids, which would be opened by the authorized officers in the presence of representatives of the firms present at the time of opening of the tenders. The date, time and venue of opening of bids will be intimated to the companies. Their authorise representative may like to be present at that time.
6. Normally the company quoting the lowest amount (L-1) would be awarded the work, if not found ineligible or the offer has not been considered by the Embassy for any other reason. **Only becoming the L1 firm would not be the sole criteria for availing the contract.** Embassy’s discretion in this regard shall be final.
7. Draft Contract: A draft contract (in Russian language or along with certified English translation) must also be provided by bidders which will be signed with the successful bidder after completion of tender process, with the amendments, if any, proposed by the Embassy and agreed by the company. This tender document would, however, form the integral part of the contract and binding on both parties.
8. Only one proposal: Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposal shall be disqualified.
9. Non withdrawal of bids: No bidder will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.
10. Consortium, Joint Venture, subletting, sub-contracting or hiring of services of other entity for execution of the services under this tender is not allowed.11. If any dispute(s) arises with reference to any of the provision of the contract, the decision of Head of Mission shall be

final and binding.

(B) Site Visit

a) The bidder, at the bidder's own responsibility, cost and risk, is encouraged to visit the site of works and its surroundings and obtain all information that may be necessary for preparing the bid.

b) It shall be deemed that the bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

c) All the bidders are requested to do the site visit on 15.06.2021. A prior appointment should be made with Establishment Section of the Embassy of India (Tel. No. 495-7837535 /Extn. 279) for this purpose. Bank details of Embassy may be obtained at the time of visiting the site or through email at estt.moscow@mea.gov.in/indianembassy.reception@gmail.com

(C) PAYMENTS

(a) After signing of contract, a price schedule shall be annexed to the Articles of contract according to which all payments shall be made to the Contractor.

(b) No any loan from any bank or financial institution will be recommended on the basis of the order of award of work.

(c) Mode of payment shall be electronic transfer to a bank account provided by the bidder for the purpose at the time of award of contract preferably in the local currency i.e. Russian Ruble.

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SECTION-6

(Dispute Settlement, Force Majeure, Termination & Penalty Clause)

6.1 Dispute Settlement

If any dispute or difference arises between the parties hereto as to the representatives, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this tender, shall within 15 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration in accordance with the Rules of Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. The award made in pursuance thereof shall be binding on the parties.

- The sole arbitrator shall be appointed by the mutual consent of both parties.
- The venue of the Arbitration shall be at Delhi/ as per discretion of Embassy.
- The language of arbitration proceedings will be English only.
- Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- The provision of this clause shall not be frustrated, abrogated or become inoperative, notwithstanding this tender/agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- The Courts at New Delhi shall have exclusive jurisdiction in all matters concerning this Agreement/tender including any matter related to or arising out of the arbitration proceedings or any Award made therein.

6.2 Force Majeure

(a) Notwithstanding the provisions of contract, the Contractor shall not be liable for forfeiture of its performance security, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

(b) For purpose of this clause, “Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor's fault of negligence and not foreseeable. Such events may include but are not restricted to acts of the Embassy either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

(c) If a Force Majeure situation arises, the Contractor shall promptly notify the authority in writing of such conditions and the cause thereof. Unless otherwise directed by

the Ministry in writing the Contractor shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means not prevented by the Force Majeure event.

6.3 Termination

1. Notwithstanding anything elsewhere provided herein and in addition to any other right to Embassy under the contract or otherwise including right of Embassy to claim compensation for delay, the Embassy may, without prejudice to the right against Contractor in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely determine the Contract. Default or failure by the contractor in any of the under mentioned cases, including but not limited to the following shall be the basis of taking action under this clause of the contract:

- a) Failure to execute the works or any of them in accordance with the contract.
- b) Disobedience of any order or instruction of the Embassy in accordance with the contract.
- c) Negligence in carrying out the work or carrying out of work found to be unsatisfactory by Embassy
- d) Delay in execution of work, which in opinion of the Embassy shall delay the completion of work beyond the stipulated date of completion.

2. The reason for the termination stated in the notice of termination shall be final and binding upon the Contractor and shall be non-arbitrary.

6.4 Penalty

If the Contractor fails to complete the execution of works or any section by the time for completion, within the relevant time prescribed, then the Contractor shall pay liquidated damages to Embassy at the rate of the 0.5 % of contract value for per week of delay or part thereof subject to maximum of 5% of the contract value. Embassy may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the contract. The decision of Competent Authority of the Embassy in this regard would be final and binding.

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**SECTION-7
(Technical Bid)**

ANNEXURE-A

The sealed envelope (containing Technical and Financial bid separately) supporting all the documents certifying the eligibility criteria must be submitted as per schedule to the Embassy of India, Moscow (address: Embassy of India, Vorontsove polye 6-8, Moscow 105064).

| Sl. No. | Document |
|---------|--|
| 1 | Contact Details Form (Form-I) |
| 2 | Scanned copy of Affidavit (Form-II) |
| 3 | EMD of Rub. 10,000/- + Tender Fee of Rub. 1,000/- (scanned copy of bank transfer for both amount) |
| 4 | Certified copies of Registration and Incorporation particulars of Company/Firm from appropriate authorities |
| 5 | Certified copies relevant registration and licenses |
| 6 | Proof of experience of completion of similar nature of work (Agreement copy/job order may be attached) |
| 7 | Signature and seal of bidder on each page of tender documents needs to be submitted for agreeing to the terms and conditions of tender documents |
| 8 | Draft contract to be signed with the agency (Both in Russian & English language) |
| 9 | Duly filled in financial bid (price schedule) in separate sealed cover |

I/We hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation is found in the above statement at any stage, the company shall be black-listed and shall not have any dealing with the Embassy in future.

Signature of the authorized
signatory of the Bidder with
seal of the firm/company

Name: _____

Mob No. _____

Email id _____

Date: _____

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SECTION-8
(Financial Bid)

ANNEXURE-B

Subject: QUOTATION FOR UNDERTAKING ENGINEERING & DENDROLOGICAL SURVEY IN CONNECTION WITH EMBASSY RESIDENTIAL PROJECT AT STAROVOLYNSKAYA STREET, MOSCOW

| Sl. No. | Description of work | Amount in Rub |
|---------|------------------------------------|---------------|
| 1 | Engineering & Dendrological survey | |
| | Total | |

- Estimated time period for submission of survey report:-_____

Note: a) The rates quoted by the bidder shall remain firm throughout the contract period and there shall be no upward revision of the rates quoted by the bidder for any reason what so ever.

Signature of the authorized
signatory of the Bidder with
seal of the firm/company

Name:_____

Mob No._____

Email id_____

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(SECTION-9)

FORM-I

CONTACT DETAILS FORM

| | | |
|---|---|--|
| 1 | Name of the Company | |
| 2 | Name and designation of authorized representative | |
| 3 | Communication address | |
| 4 | Telephone and mobile No. | |
| 5 | Fax No. | |
| 6 | Email id | |

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(AFFIDAVIT)

I/we Partner(s)/
Legal Attorney/ Proprietor(s)/ Accredited representative(s) of
M/ssolemnly declare that :

1. I/we or our partners do not have any relative working in the Embassy of India, Moscow or the Ministry of External Affairs (MEA), New Delhi.
2. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
3. My/our bid shall be valid for a period of 180 days from the **last** date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon me/us and may be accepted at any time before the expiry of the period.
4. If my/our bid is accepted, I/ we commit to submit a Performance Guarantee in accordance with the Bidding Documents.
5. If any information or document submitted is found to be false/incorrect, Embassy of India, Moscow may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.
6. I/we also declare that the Embassy of India, Moscow, Government of India, Govt. of Russia or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
7. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them.

(Signature of the Tender with Seal)

Seal of company with date: