No.Jak/Estt/862/2/2009
Embassy of India
Jakarta

Tender Documents

NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR

Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta

The President of India acting through the, Ambassador of India in Jakarta, requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for “Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta”. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of Rp. 12,174,990,000/(IDR Twelve billion one hundred seventy four million nine hundred and ninety thousand only). 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 Embassy of India, Jakarta - https://www.indianembassyjakarta.gov.in

1. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India in Jakarta for Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta.


3. Scope of Work: Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta, including:

Demolition of existing chancery and residential complex
Construction of new Chancery complex, Residential building and JNICC

4. Period of Completion: 3 + 24 Months (27 Months)

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

   - **Stage-I**: Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed.

   - **Stage-II**: Eligible firms would be issued with tender documents for submission of lump-sum financial bid.

6. 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. Date, time and venue of which would be informed separately.
7. **Submission**: The proposals (bids) should be submitted in two parts:

- **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

- **Earnest Money Deposit (EMD)** of Rp.12,174,990,000/-(IDR Twelve billion one hundred seventy four million nine hundred and ninety thousand only). The last date of submission of sealed bids is **1800 hrs on 14.02.2020 (Friday)** in the office of **Second Secretary, Chancery Project, Embassy of India, Jakarta**. Technical bids will be opened on **1100 hrs on 17.02.2020 (Monday)** in the Embassy of India, Jakarta. All pages of the submission document must be signed by authorised signatory.
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Tender Documents

TENDER FOR SELECTING CONTRACTOR FOR

Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta

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 : Standard formats for Earnest Money Deposit (EMD)/Performance Guarantee, etc. (Section-IV &V)

* 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.
Tender Documents

TENDER FOR SELECTING CONTRACTOR FOR

Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta

Invitation to Tender

The President of India acting through the Ambassador of India in Jakarta invites Lump-sum Fixed Price Tender for Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta.

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

<table>
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<tr>
<th>Technical Bid Document:</th>
<th>Other Mandatory Document to be submitted along with Technical Bid Document:</th>
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<td>Document – I Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work, Documents to establish eligibility as per Eligibility Criteria</td>
<td>Document- II Earnest Money Deposit (EMD)</td>
</tr>
</tbody>
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1. The last date of submission of sealed bid is at **1800 hrs on 14.02.2020 (Friday)** in the office of **Second Secretary, Chancery Project, Embassy of India, Jakarta.** Any Tender received after this date and time will not be considered.

2. Technical bids will be opened at **1100 hrs on 17.02.2020 (Monday)** in the Embassy of India, Jakarta. Applicants may send their representative to be present during the opening of bids after obtaining prior permission from the Embassy of India, Jakarta.

3. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

4. Eligibility Criteria:

   4.1. **Permit:** The Tenderer should have valid permit/registration from a competent local authority for carrying out the work in Jakarta in the Diplomatic property of the Embassy of India, Jakarta.

   4.2. **Similar works:** The Tenderer must have satisfactorily completed (i) one similar work of value of Rp. 324,666,400,000/- (exclusive of VAT/taxes) or (ii) two similar works of value of Rp. 243,499,800,000/- (exclusive of VAT/taxes) or (iii) three similar works of value of Rp.162,333,200,000/- (exclusive of VAT/taxes). Similar works means building (constructed under single contract) of Reinforced Cement Concrete framed structure including all utility services such as Modern office buildings, Hotels, Shopping Malls, Embassies apartments complex etc. The work in which compensation have been levied for delayed completion shall NOT be considered for eligibility.
4.3. **Bank Solvency:** Certificate of Solvency for Rp. 162,333,200,000/- certified by bank. The certificate should not be older than a month and it is required to be renewed periodically every 6 months.

4.4. **Annual Turnover:** The annual turnover of the tenderer should be equal to or greater than Rp.405,833,000,000/- during the immediate last three consecutive financial years.

4.5. **Profit-Loss:** The tenderer should not have suffered loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year.

4.6. **Joint venture:** No joint venture would be eligible to participate in the tender.

4.7. **Construction Equipment:** - The applicant should own construction equipment required for the proper and timely execution of work. Otherwise, it should be certified that the equipment will be managed by the bidder by hiring etc. and submit the list of firms from whom the equipment are proposed to be hired.

4.8. The applicant should submit list of all completed works in the last 5 years and list of all works in hand.

5. **Conditions of Contract:** The works shall be carried out in accordance with (FIDIC Conditions of Contract 1999 first edition) along with specific conditions of contract, as follows:

5.1 **Earnest Money Deposit (EMD):** The applicant needs to submit Earnest Money Deposit (EMD) Rp.12,174,990,000/- (IDR Twelve billion one hundred seventy four million nine hundred and ninety thousand only). This should be in the form of Bank draft or Banker’s cheque or an unconditional and irrevocable Bank Guarantee (as per template given in Section-IV). EMD shall be submitted in a separate sealed envelope. EMD shall have to remain valid for a period of forty-five days beyond the final bid validity period. 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.

5.2 **Retention Money (Refer Clause 14.3 & 14.9 of FIDIC):** 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.
5.3 Performance Security (Refer Clause 4.2 of FIDIC): This will be equal to 5% of Accepted tender amount. This should be in the form of an unconditional and irrevocable Bank Guarantee (as per template given in Section-V) and should be valid up 60 days beyond the stipulated date of completion. In case of time extension, the validity of Performance security BG should be extended up to 60 days beyond the extended date of completion. Performance Security shall be submitted by the successful bidder within 21 days after notification of award.

5.4 VAT clause: The Lump sum quote from bidder shall be exclusive of VAT.

5.5 Liquidated Damage (Refer Clause 8.4 & 8.7 of FIDIC): 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.

5.6 Payment against material (Secured Advance) (Refer Clause 14.5 [plant and material intended for the work] of FIDIC): 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.

5.7 Mobilisation advance (Refer Clause 14.2 of FIDIC):

5.7.1 Mobilization advance will be limited to 10% of tendered amount.

5.7.2 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.

5.7.3 The advance shall be released in two or more instalments.

5.7.4 A valid Bank Guarantee should be available for the amount of outstanding advance at all times.

5.7.5 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.

5.8 Arbitration / litigation (Refer Clause 20 of FIDIC): This shall be as per FIDIC Conditions of Contract. Jurisdiction would be of the local courts.

5.9 Delay in payment of Running Bill (Refer Clause 14.8 of FIDIC): 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.

5.10 Escalation (Refer Clause 13.8 of FIDIC): No escalation on accepted tender cost will be permitted.
6. **Defects Liability Period:** Defects Liability period will be twelve months from date of completion of project.

7. **Completion:** The Period of Completion for the whole of the works is 27 months (3 + 24 months) calculated from the date of commencement of works.

8. **Rejection:** Embassy 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.

9. **The tender documents for Stage-II will comprise:**

   - Architectural drawings and specification
   - Structural drawings and specifications
   - Building Service drawings and specifications electrical and data
   - Fire Protection specification and report
   - Civil Drawings and specification
   - Security Drawings and specification
   - Schedule of Quantities
   - Building consent
Tender Documents

TENDER FOR SELECTING CONTRACTOR FOR

Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta

Section-I

INSTRUCTION TO BIDDERS

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 formats for Earnest Money Deposit (EMD)

Section -V : Standard formats for Performance Guarantee

Tender: The bidding will take place in two stages:

Stage-I: Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed.

Stage-II: Eligible firms would be issued with tender documents for submission of lump-sum financial bid.

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.

Cost of Tendering: The Embassy 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.

Earnest Money Deposit:

The bidder shall submit a Demand draft or Banker’s cheque or Bank Guarantee as per section IV or Online payment to SBI Indonesia amounting to Rp.12,174,990,000/- (IDR Twelve billion one hundred seventy four million nine hundred and ninety thousand only)

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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 of Chancery Complex Including Residences for India Based Officials, Jakarta for Embassy of India, Jakarta which shall have following three sealed envelopes inside:

   Envelope A: Should contain the EMD. This envelope is to be super-scribed as "EMD'.

   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 1800 hrs on 14.02.2020 (Friday) in the office of Second Secretary, Chancery Project, Embassy of India, Jakarta.

7.2 The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India, Jakarta 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 B (Technical bids) will be opened at 1100 hrs on 17.02.2020 (Monday) in the Embassy of India, Jakarta of only 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, Jakarta.

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 be binding upon the Embassy of India, Jakarta. The Embassy of India, Jakarta 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, Jakarta 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, Jakarta.

11. Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Second Secretary (CP), Embassy of India, Jl. Rasuna Said, 12950, proj.jakarta@mea.gov.in, (021) 525 6094.
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, Jakarta, 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:

If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Jakarta. If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document. If there is evidence of collusion between Bidders. If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender. If Bid price is disclosed or become known before opening of Financial Bid.

15. Embassy of India, Jakarta’s right to waive - The Embassy of India, Jakarta reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Jakarta, 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.
TENDER FOR SELECTING CONTRACTOR FOR

Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta

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.
TENDER FOR SELECTING CONTRACTOR FOR
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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 Proforma for Earnest Money Deposit/Tender Security

Bank Guarantee No........

Brief description of contract: Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta

Name and Address of Beneficiary: Embassy of India, Jl. H.R. Rasuna Said Kav. S-1 Kuningan, Jakarta Selatan 12950

Date:

Whereas M/s (Name of Contractor with address) have submitted their tender for Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta at Embassy of India, Jakarta, 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 Rp.12,174,990,000, -. 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 Rp. 12,174,990,000/-.

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.

Notwithstanding anything to the contrary contained hereinaabove, the maximum liability under this guarantee is restricted to Rp. 12,174,990,000/-

Notwithstanding anything to the contrary contained hereinaabove, 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).

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.

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

Date:
Name:
Place:
Signature:
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Section-V

Bank Guarantee Proforma for Performance Security

Bank Guarantee No........
Brief description of contract: *Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta*

Date:

Whereas M/s *(Name of Contractor with address)* have submitted their tender for *Redevelopment of Chancery Complex Including Residences for India Based Officials, Jakarta* 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)*. 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*.

2. This guarantee is valid for a period of ___ Days and up to *(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)*.

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

Date: Place: 

Name: 
Signature: