

No. PRA/ADM/862/1/2018  
***Embassy of India, Prague***

REQUEST FOR PROPOSAL (RFP)

**FOR SELECTION OF ARCHITECT/CONSULTANT FOR  
RENOVATION OF AMBASSADOR RESIDENCE**

1. The President of India acting through the ***Ambassador of India, Embassy of India, Prague*** requests proposals in sealed envelopes from appropriately qualified and adequately experienced Architect/Consultants for Renovation of Ambassador Residence. The proposal (bids) duly completed in all respect, along with required enclosures, must reach office of **Mr. Prabir Kumar Das, Attache, Embassy of India, Milady Horakove 60/93, 170 00, Praha 7, Czech Republic, email : [hoc.prague@mea.gov.in](mailto:hoc.prague@mea.gov.in) tele No : +420 257 531 425 & +420 257 107 015, on or before 25.06.2020 (1700 hours)**. The detailed RFP document along with its annexure may be downloaded from the Central Public Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the ***Embassy of India, Prague*** <https://www.eoiprague.gov.in>
2. The objective of this RFP is to select an appropriately qualified and adequately experienced Architect/Consultant by the ***Embassy of India, Prague*** for Renovation of Ambassadors' Residence.
3. **Scope of Work** : The comprehensive scope of work is renovation of the existing building of Ambassador Residence, located at Sarecka 1540/7, Dejvice, Prague 6 (Site Nos. 3129 & 3130), which shall include the following:
  - (a) **Plumbing system**  
  
Survey, preparation of service drawings and specifications for replacement of entire old plumbing system, which is energy efficient.
  - (b) **Drainage system**  
  
Survey, preparation of service drawings and specifications for improving and replacement of entire old sewage system as per latest standards (both in the interior and in the exterior of the building).
  - (c) **Heating System**  
  
Preparation of specifications for replacement of the old boiler with a new one compliant with the mandatory safety features, which will include:

- (i) Removal of supplementary boilers.
- (ii) Replacement of the decentralised system of heating water with a central one in the boiler room to supply hot water and for heating
- (iii) Installation of thermostatic control valves on all radiators.
- (iv) Installation of a dedicated isolation valve to prevent the ingress of hot water into the domestic water pipes during refilling.
- (v) Replacement of the existing steel heating pipes.
- (vi) Installation of mandatory safety equipment in the boiler room (emergency shut-off valve, gas leakage detection, detection of pressure drop in gas supply line, natural gas occurrence in the room, flood sensor, low pressure sensor in heating hydronic system etc.)

(d) **Electrical System**

- (i) Survey and preparation of electrical services drawings and specifications for reconstruction of the entire electrical system in compliance with the current technical codes including replacement of entire electrical wiring, switchboards, switch gears and circuit breakers.
- (ii) Wires should be of types three core or five core as per the present safety regulations.
- (iii) Installation of ground-fault and over-voltage protection, where-ever applicable.
- (iv) Installation of emergency lights in common areas.
- (v) Installation of fire protection and fire alarm system for the entire building.
- (vi) Cross-bonding should be carried out and checked.
- (vii) Lightning detector should be checked for ground resistance measurement.
- (viii) Installation of UPS unit to provide back-up of selected electrical circuits.
- (ix) Installation of billing electrometer to outside of the building.

(e) **Civil & Structural works**

- (i) Survey, assessment and proposal for structural safety such as replacement of old floor beams (in all floors) with new stronger ones in accordance with the current building regulations.
- (ii) Rearrangement of bathrooms and WCs .
- (iii) Replacement of the existing old wooden parquet with new one.
- (iv) Removal of concrete in the wet basement area and after cleaning of the steel reinforcement, it is to be filled with a preparatory non-shrinking mortar.
- (v) Excavate around the basement to create a ventilated space around the building, to lower the capillary height of the water in the basement walls.
- (vi) Repair of cracks in the concrete bars.
- (vii) Necessary measures for damp remediation should be taken to protect the concrete structure from prolonged dampness and to prevent rusting of steel reinforcement.

(f) **Removal of hazardous materials**

- (i) Survey and preparation of report, methodology for removal of asbestos content in the building and careful disposal of the same as per local norms.
  - (ii) Clearance of other hazardous materials after the renovation work as per local law.
- (g) The above scope is indicative in nature and not limiting or exhaustive in extent. Architect will list defects and damages detected during survey and assessment report for inclusion in consultation with Embassy of India, Prague.
- (h) The Architect shall prepare tender documents as per requirement of Embassy of India, Prague and assist the Embassy in processing of tender and finalization of contract documents. The selection of the contractor shall be done through tendering for which entire scope of work/services will be executed through separate contract.

- (i) The responsibility of the Architect shall be survey, preparation of drawings, specifications, approval of local authorities, if required, preparation of tender, supervision of execution, project management, certificate of execution, processing of handing over and supervision of certificate for defects during defects notification period after execution of work and all other works/activities which are required to complete the proposed renovation work.

4. **Location and description of Property:** Existing building of Ambassador residence is a part of "Prague protection zone", with details as follow:

**A. Plot details**

Address: Sarecka 1540/7, Dejvice, Prague 6 (Site Nos. 3129 & 3130)

(a) Site No. 3129

Built-up area (building): 282 sq.m.

Other items (Pavements, roads etc.): 645 sq.m.

Total area for Site No. 3129: 282 + 645 = 927 sq.m.

(b) Site No. 3130

Area of garden: 3719 sq.m.

Total area of plot: (a) + (b): 927 + 3719 = **4646 sq.m.**

**B. Building details**

Year of construction: 1929

Height of building: 14.95 m

**Built-up area of each floor:**

- Basement: 282 sq.m.
- Ground floor: 267 sq.m.
- First floor: 267 sq.m.
- Second floor (inc. attic): 256 sq.m.
- Total built-up area for all floors: 1072 sq.m.

Total usable area for all floors: 615 sq.m.

5. **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 Architect/Consultant. Interested firms can visit the site **from 28.05.2020 to 24.06.2020 (0900 hours to 1600 hours)** after prior appointment with **Mr. Prabir Kumar Das Attache , Embassy of India, Milady Horakove 60/93, 170 00, Praha-7, Czech Republic email: [hoc.prague@mea.gov.in](mailto:hoc.prague@mea.gov.in) Tele No : + 420 257 531 425 & +420 257 107 015.**

6. **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 establish sound financial condition, as per terms & conditions of this RFP; and

(ii) **Financial Bid** (Offer of Fee), which should be as per the format given at **Page No. 23 (Form of Tender)** of this RFP. Please note that the Offer of Fee (strictly in a sealed envelope B) must quote a percentage of the project cost which will be either the estimated cost or the tendered cost, whichever is lower. The last date of submission of sealed bids is **25.06.2020 (1700 hours)** in the office of **Mr. Prabir Kumar Das, Attache, Embassy of India, Milady Horakove 60/93, 170 00, Praha 7, Czech Republic** email: [hoc.prague@mea.gov.in](mailto:hoc.prague@mea.gov.in) tele No : +420 257 531 425 & +420 257 107 015. **Technical bids** will be opened on **26.06.2020 (1000 hours)** in the **Embassy of India, Prague**.

7. **Earnest Money Deposit (EMD) & Bank Guarantee for Performance Security**

(i) The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee as per the format attached as **Annexure 1 (Page Nos. 24-25)** or Online payment (CESKO SLOVENSKA OBCHODNI BANK (CSOB), Na Prikope 18, 110 00, Praha 1, Embassy of India, Prague, US Dollar Current Account No 479697793/0300 and Embassy of India, Prague, Czech Koruna Current Account No. 479697603/0300, BIC: CEKOCZPP, IBAN: CZ 53 0300 0000 0004 7969 7793 for US Dollar Account) amounting to **Czech Koruna 99,046/** (CZK Ninety nine thousand and forty six only or equivalent in US\$ as **EMD**).

**Bank Guarantee for Performance Security** (5% of the consultancy fees) is to be submitted by the selected Architect/Consultant only at the time of signing of the contract agreement as per the format attached as **Annexure 2 (Page Nos. 26-27)**.

(ii) It is to be mentioned here that 50% of EMD will be forfeited if the bid is withdrawn before completion of tender process and 100% of EMD be forfeited if L1 bidder denies to start the work by stipulated time.

8. **Validity of Bids** : The bids shall remain valid for a period of 180 days from the opening of bids or upto any mutually agreed extended period.

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF  
ARCHITECT/CONSULTANT  
FOR RENOVATION OF AMBASSADOR RESIDENCE**

1. **Statement of Objective.** The objective of this Project is renovation of the building of the Ambassador Residence, which is a part of "Prague protection zone". The salient features of the building are as follow:

Address: Sarecka 1540/7, Dejvice, Prague 6 (Site Nos. 3129 & 3130)

(a) Site No. 3129

Built-up area (building): 282 sq.m.

Other items (Pavements, roads etc.): 645 sq.m.

Total area for Site No. 3129: 282 + 645 = 927 sq.m.

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Area of garden: 3719 sq.m.

Total area of plot: (a) + (b): 927 + 3719 = **4646 sq.m.**

**B. Building details**

Year of construction: 1929

Height of building: 14.95 m

**Built-up area of each floor:**

- Basement: 282 sq.m.
- Ground floor: 267 sq.m.
- First floor: 267 sq.m.
- Second floor (inc. attic): 256 sq.m.
- Total built-up area for all floors: 1072 sq.m.
- ***Total usable area for all floors: 615 sq.m.***

2. **Scope of Work** : The comprehensive scope of work is renovation of the existing building of Ambassador Residence, located at Sarecka 1540/7, Dejvice, Prague 6 (Site Nos. 3129 & 3130), which shall include the following jobs:

(a) **Plumbing system**

- (i) Survey, preparation of service drawings and specifications for replacement of entire old plumbing system, which is energy efficient.

(b) **Drainage system**

- (i) Survey, preparation of service drawings and specifications for improving and replacement of entire old sewage system as per latest standards (both in the interior and in the exterior of the building).

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Preparation of specifications for replacement of the old boiler with a new one compliant with the mandatory safety features, which will include:

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  - (ii) Clearance of other hazardous materials after the renovation work as per local law.
- (g) The above scope is indicative in nature and not limiting or exhaustive in extent. Architect will list defects and damages detected during survey and assessment report for inclusion in consultation with Embassy of India, Prague.



3. **Conditions of Eligibility.** Architect/Consultants fulfilling the following conditions of eligibility and submitting the relevant documentary proof therein may only apply:
- (a) Must have architectural as well as Project Management capability, registered with competent local authorities/professional bodies for carrying out Consultancy services of this nature. A copy of such registration must be enclosed as **Exhibit-1**.
  - (b) Must have minimum 7 years experience in the profession and must be authorized for taking up such consultancy works i.e. Comprehensive Professional Services for Architectural, Landscaping, Engineering, and Project Management etc. in **Prague, Czech Republic**. A certified copy of the registration certificate showing registration number, date of registration and its date of validity must be enclosed as **Exhibit-2**.
  - (c) The applicant should have successfully completed or substantially completed similar works during last 7 years ending last date of the month previous to the one in which applicants are invited as per either of the following:
    - i) Three similar works completed- each costing not less than the amount equal to 19,064,240/(**Czk nineteen million, sixty four thousand and two hundred forty only**).
    - or
    - ii) two similar works completed-each costing not less than amount equal to Czk 23,830,300/(**Czk twenty three million, eight hundred thirty and three hundred only**).
    - or
    - iii) One similar work costing not less than the amount equal to Czk 38,128,480/(**Czk thirty eight million, one hundred twenty eight and four hundred eighty only**).
  - (d) Copy of award letter and completion certificate for each such work must be enclosed as **Exhibit-3**.
  - (e) Must submit financial statement of the firm for last three years showing annual turnover of the company as **Exhibit-4**.
  - (f) The firm must not have suffered loss in more than two of the last immediate five years from the current financial year and must not have

suffered loss in the immediate preceding financial year. Must submit balance-sheet for last 5 years as **Exhibit-5**.

- (g) Should have sufficient number of Technical & Administrative Employees for rendering the consultancy services. A list of employees with details of their technical qualification and experience stating clearly how they would be involved in this project must be submitted as **Exhibit-6**.
- (h) Additional information pertaining to association arrangement, if applicable, with other technical firms/professionals, commitment regarding adherence to professional Code of Ethics, liabilities, etc. may be submitted along with the application as **Misc. Exhibit**.

#### 4. **Stages and scope of Consultancy Services**

##### **Stage-I : Survey & Scope of work**

- (a) The Architect/Consultant shall conduct required survey/tests /investigations of the property to identify the works required to be undertaken, in consultation with the **Embassy of India, Prague**.
- (b) The Architect/Consultant will carry out the survey of all areas of the property, approach and immediate surroundings of the property and prepare site plan and dimensional structural and architectural drawings based on site measurements and available drawings .
- (c) If required, Architect/Consultant can engage specialists/Architect/Consultants for conducting necessary survey/tests/investigations, payment towards which will be made, in addition to the Consultancy fees, as per **Para-6**.
- (d) The Architect/Consultant shall provide technical assistance to the **Embassy of India, Prague** if site survey, soil investigation report, etc. are undertaken by the **Embassy of India, Prague**. Technical site inspection (TDI), is included within the scope of services.
- (e) The Architect/Consultant shall submit a report to the **Embassy of India, Prague** which should include :-
  - (i) Location of the defect(s)/damage(s), type of defect(s) /damage(s) like settlement/cracks/spalling/bulging/signs of seepage / rotting of wood, rusting of reinforcements etc.
  - (ii) Extent and severity of the defect(s)/damage(s),

- (iii) Cause/source of defect(s)/damages(s),
  - (iv) report on structural condition and stability analysis of the existing building.
  - (v) Any other issue considered relevant and necessary for proper execution of the project.
  - (vi) Review the Design and if required, may suggest modifications in order to meet overall requirement of the **Embassy of India, Prague** within local regulations framework.
- (f) On the basis of the Report, the Architect/Consultant shall define the scope of work, methodology to be adopted and other parameters of work, in consultation with the **Embassy of India, Prague**.
  - (g) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the **Embassy of India, Prague** or Government of India.
  - (h) This stage will be considered as complete after the Architect/Consultant submits a detailed report.

#### **Stage-II : Design, specifications & Estimates**

- (a) Specification of the repair/renovation works including the method statement and the material specifications and working drawings.
- (b) Preparation of Design Development documents consisting of plans, elevations and details, materials and finishes, furniture and finishes etc. along with specifications.
- (c) Preparation of time-line for completing the identified works. The time-line shall consider undertaking multiple works in parallel, with the overall objective of reducing the completion period.
- (d) Preparation of estimates of the work based on the scope of work, methodology, material specifications and other parameters relevant in preparing the estimates.
- (e) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the **Embassy of India, Prague** or Government of India.
- (f) This stage will be considered as complete after the **Embassy of India,**

**Prague** conveys acceptance/approval of the design, specifications and estimates.

### **Stage-III : Approvals & Documentation**

- (a) Prepare the design in the required format and with necessary details for obtaining approval of competent local regulatory authority, wherever mandatory. The Mission would check the local practice being followed (with the tentative time frame in obtaining local body approvals. (***This action is required only if local approval is mandatory***).
- (b) Tenders shall be invited for lump sum rates in ***One stage, Two bids System*** (technical and financial bids in separate envelopes).
- (c) Prepare the construction documents which shall include all drawing (detailed as well as working), specifications in respect of all aspects of the scope of work and design as also as per Building Permit issued by the Local Regulatory Authorities/ Department of Building Inspection (*if applicable*) and for tendering of the Construction Contract.
- (d) Preparation of Documents for Tendering works which would indicate the project scope and design intent clearly. The eligibility conditions should include local mandatory conditions as well as conditions stipulated by the ***Embassy of India, Prague***, on behalf of Government of India. The conditions of Contract should ideally be as per approved Contract template of the Government of India, failing which, local practice shall be followed.
- (e) In case the tender process is repeated, revised tender documents shall also be prepared, as directed by the Employer. No extra remuneration/ separate fee shall be payable to the Architect/Consultant for repeating the tender process/preparation of revised tender documents.
- (f) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the ***Embassy of India, Prague*** or Government of India.
- (g) This stage will be considered as complete after submission of ready-to-publish completed Tender Document to the ***Embassy of India, Prague***.

### **Stage-IV : Tendering**

- (a) Assist the ***Embassy of India, Prague*** to finalise the tender documents and facilitate the ***Embassy of India, Prague*** for inviting Bids on the basis of Single stage -Two Envelop System through the website of

**Embassy of India, Prague**, Central Public Procurement Portal (CPP Portal) of Govt. of India and also by giving wide publicity through local dailies and professional organizations/bodies.

- (b) Assist the **Embassy of India, Prague** during pre-bid meeting and site inspection by potential contractors.
- (c) Processing requests for information or queries from potential Contractors and issuing design and clarification sketches as needed.
- (d) Evaluate the Technical bids received from the bidders and submit recommendations for acceptance/approval of the **Embassy of India, Prague**.
- (e) Evaluate the Financial bids received from the technically qualified bidders and submit recommendations to the **Embassy of India, Prague**.
- (f) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the **Embassy of India, Prague** or Government of India.
- (g) This stage will be considered as complete after the bid is accepted/approved by the **Embassy of India, Prague** or Government of India.

#### **Stage-V : Award of work, Mobilisation**

- (a) Facilitate the **Embassy of India, Prague** in issuance of award letter to the selected Contractor.
- (b) Guide and facilitate the **Embassy of India, Prague** in signing the contract with the selected Contractor.
- (c) Guide and facilitate the **Embassy of India, Prague** in understanding the financial claims, liabilities and other issues relating to the financial aspect of the contract.
- (d) Guide and facilitate the **Embassy of India, Prague** in taking custody of Bank Guarantees, Bonds, etc, as applicable and explain the responsibilities of the **Embassy of India, Prague** in respect of those.
- (e) Recommend and facilitate release of mobilization advance, if applicable and also to ensure proper custody of necessary Guarantees/Bonds submitted against such advance to the **Embassy of India, Prague**.
- (f) Any other work considered necessary in the interest of the project and

also for completion of this stage, as decided by the **Embassy of India, Prague** or Government of India.

- (g) This stage will be considered as complete after set of Good for Construction (GFC) drawings and other relevant necessary information/ documents are issued to the Contractor for starting the execution of the project.

#### **Stage-VI : Project Management Consultancy**

- (a) The Architect/Consultant shall, in consultation with the **Embassy of India, Prague**, prepare a Time Schedule in respect of various services to be rendered.
- (b) The Architect/Consultant shall also advise the **Embassy of India, Prague** on the program of work, i.e., PERT/CPM/Bar Charts of the services to be rendered by the contractor on the said project. While preparing the time schedule, the Architect/Consultant would take all necessary precautions, so that there is no time and cost overrun of the project.
- (c) Continuous on-site management of the work schedule. Attend meetings at intervals appropriate to the stage of the Contractor's operations.
- (d) Daily observation and quantification of the work, Periodic observation of the progress of construction and conformance with design intent and on-site meetings with the Contractor.
- (e) Quality Assurance of shop drawings, product and materials submittals, for conformance with the tender documents.
- (f) Review and approval of Certificates for payment by the **Embassy of India, Prague** from the Contractor.
- (g) Listing of items to be modified/corrected by the Contractor including one back-check will be provided.
- (h) In case the Contractor submits hindrance statement in support of delay in execution of the work, Architect/Consultant shall endorse and verify the statement before submission to the **Embassy of India, Prague**.
- (i) Certification of additional works/variations along with justification, financial implications and submit variation statements to the **Embassy of India, Prague**.
- (j) Building Permit revisions, if required, for changes during the course of construction.

- (k) Review & provide a set of Record Documents like; construction documents with the incorporation of major design modifications made during the Construction phase and co-ordinate for submission of as-built drawings and facilitate handing-over of all product manuals to the **Embassy of India, Prague** after their due commissioning by the Contractor.
- (l) Recommend issuance of Completion Certificate to the **Embassy of India, Prague** for physical as well as financial closure of the work.
- (m) Inspect and identify defects prior to the expiry of Defect Liability Period, warranty claim; advise corrective measures and get the rectification of all defects through concerned contractor/s thereof to full satisfaction of the Employer and issue a certificate of final Completion of work after rectifying all defects to the satisfaction of the Mission.
- (n) Any other work considered necessary in the interest of the project and also for completion of this stage, as decided by the **Embassy of India, Prague** or Government of India.
- (o) This stage will be considered as complete after issuance of completion certificate and financial closure of the accounts of the Contractor.

## 5. Payment terms and conditions

- (a) The Architect/Consultant shall be entitled for payment of fees as percentage(*as quoted in the financial bid*) of the project cost, which will be either the estimated cost or the tendered cost, whichever is lower. Building permit revision, if required, may be charged and to be built in the fee proposal. This payment shall be excluding VAT, taxes, etc.
- (b) **Retention Money/Security Deposit:** 5% of the Consultancy Fee shall be held back from each payment, as Retention Money. Half of this 5% of the Consultancy fee shall be released after one month of issue of completion certificate to the Contractor and remaining Half shall be released after one year from that date.
- (c) **Currency** : The currency of payment shall be Czech Koruna (CZK).
- (d) The payment will be made after successful realization of objectives at each stage as detailed below:
  - (i) **On completion of Stage-I:** (*To be indicated in appropriate currency to be calculated by the Mission as 1% of the rough cost of project, as envisaged*)



- (ii) **On completion of Stage-II:** *(Total of Stage-I & Stage-II payment should not be more than 25% of the approved estimates of the project)*
- (iii) **On completion of Stage-III:** *(10% of the approved estimates of the project)*
- (iv) **On completion of Stage-IV:** *(15% of the tendered cost or the estimated cost of the project subject to adjustment of previous payments accordingly. Total payment at till this stage shall not exceed 50% of entitled payment)*
- (v) **On completion of Stage-V:** *(10% of entitled payment)*
- (vi) **On completion of Stage-VI :** *(Balance payment due)*
- (vii) 60% of the consultancy fee will be released to the architect in pre-construction stage and 40% of it during construction stage.

**6. Payment of reimbursable.** In addition to consultancy fees specified above, the Architect/Consultant will be reimbursed actual expenditure incurred, on rendering the following services:-

- (a) Soil Test, Laboratory tests, investigations, site survey or any other investigation report or any other services required for the project.
- (b) Payment for statutory clearances as per local law, will be reimbursable with the prior approval of **Embassy of India, Prague**.
- (c) Any tax levied by law, as applicable
- (d) The **Embassy of India, Prague** can also make direct payment /reimbursement to the concerned agencies through which the services are organized/rendered and Architect/Consultant shall fulfill their obligations in terms of Para 4, Stage-I (c).
- (e) The Architect/Consultant would **not** be entitled for reimbursement of expenditure towards stationery, transport, incidental expenditures, communications (telephone, internet etc.), site office, equipment, etc. which are part and parcel of administration of the Architect/Consultant's services.



## **7. General terms and conditions**

- (a) Architect/Consultant shall arrange his own transportation, office, computer and communication facilities.
- (b) Architect/Consultant may engage other sub-Architect/Consultants for specialized works, which are part of his responsibility, at his own cost and convenience. No payments will be reimbursed for them by the **Embassy of India, Prague**.
- (c) Architect/Consultant shall coordinate with the **Embassy of India, Prague** and Contractor for completion of the work.
- (d) Architect/Consultant shall obtain professional liability insurance or any other insurance for his workmen, staff, as may be required, at his own cost.
- (e) The fees quoted, should exclude all taxes such as VAT, service tax, professional tax, etc.
- (f) Price escalation in rates due to any reason such as increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.) electricity & water, levy of new taxes, hike in any tax rates, cess or due to delay in completion etc. shall not be acceptable by the **Embassy of India, Prague**.
- (g) Architect/Consultant shall not be permitted to participate in bidding for this work i.e., Architect/Consultant cannot become Contractor for this work.

## **8. Time Schedule**

- (a) The work shall be carried out by the Architect/Consultant with due expedition and in accordance with the time schedule.
- (b) The time schedule so agreed upon, shall be deemed to be the essence of the contract on the part of the Architect/Consultant.

## **9. Compensation for Delay**

- (a) In the event of failure of the Architect/Consultant to complete the assigned work within the stipulated time period and in case the work is delayed and the delay is attributed to the Architect/Consultant, the Architect/Consultant will pay penalty to the **Embassy of India, Prague**.
- (b) The amount of such penalty shall be calculated @ 0.5 percent of the total

consultancy fees payable for delay of each week, subject to maximum of 10 percent of the total consultancy fees.

#### 10. **Abandonment of Work**

- (a) If the Architect/Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Architect/Consultant, the Mission may make full use of all or any of the drawings prepared by the Architect/Consultant.
- (b) The Architect/Consultant shall be credited with all fees and expenses logically and reasonably payable up to the date of abandonment.
- (c) In case of willful abandonment of the project by the Architect/Consultant, the **Embassy of India, Prague** shall have the right to withhold all consultancy and management fees and claim damage flowing from such abandonment equitably assessed by the **Embassy of India, Prague**.

#### 11. **Suspension**

- (a) The **Embassy of India, Prague** may suspend all or part of the services by giving a notice to Architect/Consultant and Architect/Consultant shall immediately make arrangement to stop the services and shall not make any further expenditure from his end.
- (b) On suspension of the Architect/Consultant's appointment, the Architect/Consultant shall be entitled to fees for all completed stages of work at that time.
- (c) On the resumption of suspended service within six months, previous payments shall be regarded solely as payments on account towards the fees. No claim for additional fees on any account would be entertained.

#### 12. **Termination**

- (a) If the Architect/Consultant, without good reasons, is not discharging his obligation, the **Embassy of India, Prague** may inform the Architect/Consultant by notice, stating the grounds for the notice.
- (b) If a satisfactory response is not received within 21 days, the **Embassy of India, Prague** may by a further notice, terminate the agreement provided that further notice is given within 35 days of the formal notice.
- (c) In the event of termination of the agreement by the **Embassy of India, Prague** the Architect/Consultant shall have no claim to compensation for

any loss sustained by reasons entered into any engagement or made any advance on account or with a view to perform the consultancy work.

- (d) The Architect/Consultant shall not be entitled to be paid any sum for any work thereof or actually performed under this agreement unless or until the **Embassy of India, Prague** is satisfied with the performance of such work and the value payable in respect thereof and the Architect/Consultant shall only be entitled to be paid the value so certified by the **Embassy of India, Prague**.

### **13. Arbitration**

- (a) If any dispute, difference or question at any time arises between the Mission and the Architect/Consultant in respect of the agreement signed which cannot be settled mutually or in case of termination as described in **clause 12**, shall be referred to arbitration.
- (b) The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations Commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.
- (c) The Arbitration will have its sittings in **Prague**.

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF  
ARCHITECT/CONSULTANT  
FOR RENOVATION OF AMBASSADOR RESIDENCE**

**Instructions**

1. **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 Architect/Consultant. Interested firms can visit the site from **28.05.2020 to 24.06.2020 (0900 hrs to 1600 hours)** after prior appointment with **Mr. Prabir Kumar Das, Attache, Embassy of India, Milady Horakove 60/93, 17000, Praha-7, Czech Republic** email : [hoc.prague@mea.gov.in](mailto:hoc.prague@mea.gov.in) tele No : +420 257 531 425 & +420 257 107 015.
2. **Submission of bids:** Architect/Consultants shall submit their credentials and the price bid in separate sealed envelopes.
  - (a) **Envelope A** : Should contain the Exhibits 1 to 6 and Misc. Exhibit, as mentioned in **Para-3** (Conditions of Eligibility) (Page Nos. 9-10), along with EMD and Annexure 1 (Page Nos. 24-25), as mentioned in **Para-7** (Earnest Money Deposit (EMD) (Page No. 5). This envelope is to be super-scribed as ***“Technical Bid”***.
  - (b) **Envelope B** : Should contain the form of tender on which the bidder should quote **their fees in percentage of the project cost which will be either the estimated or tendered cost, whichever is lower.** This envelope should be super-scribed as ***“Form of tender– Financial Bid”*** (Page No. 23).
  - (c) **Envelope C** : Should contain both the envelope A and envelope B super-scribed with Renovation of Ambassador Residence for **Embassy of India, Prague.**
3. **Fees:** Please note that the Offer of Fee (in sealed **envelope B**) must quote a **percentage of the project cost which will be either the estimated or tendered cost, whichever is lower.** The last date of submission of sealed bids is **25.06.2020 (1700 hours)** in the office of **Mr. Prabir Kumar Das, Attache, Embassy of India, Milady Horakove 60/93, 170 00, Praha-7, Czech Republic,** email: [hoc.prague@mea.gov.in](mailto:hoc.prague@mea.gov.in) tele No: +420 257 531 425 & +420 257 107 015.
4. **Selection process:** **Envelope A (Technical bids)** will be opened on **26.06.2020 (1000 hours)** in the **Embassy of India, Prague.** Applicants may send their representative to be present during opening of bids after obtaining

prior permission from the **Embassy of India, Prague**. The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible. A list of technically qualified bidders shall be prepared. Technically qualified bidders shall be informed and shall be invited for opening of the **financial bids** at prescribed date and time by the **Embassy of India, Prague**.

5. **Errors and rectification**: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected accordingly. If there is discrepancy between words and numbers, the amount in words will prevail.
  6. **Embassy of India, Prague** reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission false information/document shall render the applicant ineligible.
  7. The selected Architect/Consultant shall be formally informed about the selection by **Embassy of India, Prague** and the Architect/Consultant shall be required to sign an agreement with the **Embassy of India, Prague** within 10 days of issuance of such information. A draft of the agreement is enclosed along with the RFP.
  8. **Performance Security**. Performance security @ 5% of consultancy fee in the form of Bank Guarantee shall be deposited within 15 days of issue of Letter of intent. Letter of award of work shall be issued on receipt of Performance security. The Performance security shall be released after sixty (60) days on record of satisfactory practical completion of work.
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**TIME SCHEDULE FOR THE TENDER FOR  
SELECTION OF ARCHITECT/CONSULTANT**

1.	Uploading of RFP on Mission website and CPP Portal	<b>27.05.2020</b>
2.	Site Visit to Ambassador Residence, Sarecka 1540/7, Dejvice, Prague-6	<b>28.05.2020 to 24.06.2020 (0900 hours to 1600 hours)</b>
3.	Last date of submission of bids at Embassy of India, Prague Milady Horakove 60/93, 170 00, Praha-7	<b>25.06.2020 (1700 hours)</b>
4.	Opening of Technical bids at Embassy of India, Prague Milady Horakove 60/93, 170 00, Praha-7	<b>26.06.2020(1000 hours)</b>
5.	Opening of financial bids	To be intimated later (only to technically qualified bidders)

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF  
ARCHITECT/CONSULTANT  
FOR RENOVATION OF AMBASSADOR RESIDENCE**

**FORM OF TENDER**

Gentlemen,

I/We, the undersigned, am/are willing to enter into a contract and provide Consultancy services in full and in accordance with the requirement of work by the ***Embassy of India, Prague*** after site visit, to the entire satisfaction of the ***Embassy of India, Prague*** for the sum stated below :-

----- % (***to be written in words***) percentage of the project cost which will be either the estimated or tendered cost, whichever is lower, shall be payable as Consultancy fees for the entire consultancy period for providing Consultancy Services including all works mentioned from **Stage-I to Stage-VI** of the tender document (excluding taxes, duties, etc.) to the satisfaction of ***Embassy of India, Prague***.

I/We, agree that this offer will remain valid for a period of 180 (One Hundred and Eighty) Days from the date of Opening of bids.

DATE:

PLACE:

NAME:

SIGNATURE:

ADDRESS:

TELEPHONE/FASCIMILE:

EMAIL ADDRESS:

**Embassy of India  
Prague**

**TENDER FOR SELECTION OF ARCHITECT/CONSULTANT FOR  
RENOVATION OF INDIAN AMBASSADOR RESIDENCE**

**Bank Guarantee Proforma for Earnest Money Deposit/Tender Security**

Bank Guarantee No.....

Brief description of contract: **SELECTION OF ARCHITECT/CONSULTANT FOR  
RENOVATION OF INDIAN AMBASSADOR RESIDENCE**

Name and Address of Beneficiary: Embassy of India, Milady Horakove 60/93, 17000  
Praha 7.

Date:

Whereas M/s (Name of Consultant with address) have submitted their tender for **(SELECTION OF ARCHITECT/CONSULTANT FOR RENOVATION OF INDIAN AMBASSADOR RESIDENCE** at Prague for ( Embassy of India, Prague), and one of the tender conditions is for the **M/s (Name of Consultant with address)** to submit a Bank Guarantee for Earnest Money Deposit **amounting to CZK 99,046/- (Czk Ninety nine thousand and forty six only** or equivalent in US\$. In fulfillment 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 **CZK 99,046/- (Czk Ninety nine thousand and forty six only)** or equivalent in US\$ .

2. This guarantee is valid for a period of **180 (One hundred and eighty) Days** and any claim and statement here under 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 herein above, the maximum liability under this guarantee is restricted to **CZK 99,046/(Czk Ninety nine thousand and forty six only** or equivalent in US\$ .

4. Notwithstanding anything to the contrary contained herein above, 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 Czech Republic and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Czech Republic Courts.

Date:

Name:

No.

Embassy of India, Prague

Place:

Signature:

**TENDER FOR SELECTION OF ARCHITECT/CONSULTANT FOR  
RENOVATION OF INDIAN AMBASSADOR RESIDENCE**

**Bank Guarantee Proforma for Performance Security**

Bank Guarantee No.....

Brief description of contract: **TENDER FOR SELECTION OF ARCHITECT/  
CONSULTANT FOR RENOVATION OF INDIAN AMBASSADOR RESIDENCE**

Name and Address of Beneficiary: Embassy of India, Milady Horakove 60/93, 17000  
Praha 7.

Date:

Whereas M/s **(Name of Consultant with address)** have submitted their tender for **TENDER FOR SELECTION OF ARCHITECT/CONSULTANT FOR RENOVATION OF INDIAN AMBASSADOR RESIDENCE** at Prague for Embassy of India, Prague and one of the tender conditions is for the **M/s (Name of Consultant with address)** to submit a Bank Guarantee for Performance Security **(5% of tender's consultant's fee)** amounting to **(To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered consultant's fee)**. In fulfillment 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 (To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered consultant's fee)**.

2. This guarantee is valid for a period of \_\_\_\_ Days and upto (date) and any claim and statement here under 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 herein above, the maximum liability under this guarantee is restricted to **(To be indicated in local currency or US\$ by the Mission/Post calculated as 5% of the tendered consultant's fee)**.

4. Notwithstanding anything to the contrary contained herein above, 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 the **Czech Republic** and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the (Name of the Country) Courts.

Date:

Place:

Name:

Signature: