

No. PRA/ADM/ 862/01/2018-VI
Embassy of India, Prague

REQUEST FOR PROPOSAL (RFP)
FOR SELECTION OF GENERAL SUPPLIER FOR
RECONSTRUCTION OF AMBASSADOR'S 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 Applicant for Reconstruction of Ambassador's Residence. The proposal (bids) duly completed in all respect, along with required enclosures, must reach in the office of **Mrs. Shashi Dayal , Second Secretary (HOC), Embassy of India, Milady Horakove 60/93,17000, Praha 7, Czech Republic, email: hoc.prague@mea.gov.in tele No.: +420- 257533562 & +420-257107013, on or before 13 August 2024 (1700 hours)**. The detailed RFP document along with its annexure may be downloaded from the Central Procurement Portal <https://eprocure.gov.in/cppp/> and also from the official website of the Embassy of India, Prague <https://www.eoiprague.gov.in/tenders/>
2. The objective of this RFP is to select an appropriately qualified and adequately experienced General Supplier by the **Embassy of India, Prague** for Reconstruction of Ambassador's Residence.
3. **Scope of Work:** The comprehensive scope of work is reconstruction of the existing building of Ambassador's Residence, located at Sarecka 1540/7, Dejvice, Prague 6 (Site Nos. 3129 & 3130), which shall include the all the details mentioned in design documentation provided with this RFP.
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:

i. Basement: 282 sq.m.

ii. Ground floor: 267 sq.m.

- iii. First floor: 267 sq.m.
- iv. 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:** Interested firms can visit the site from 29 July 2024 to 02 August 2024 (1000 hours to 1700 hours) after prior appointment with Mrs. SHASHI DAYAL, Second Secretary (HOC), Embassy of India, Milady Horakove 60/93,17000, Praha 7, Czech Republic, email: hoc.prague@mea.gov.in tele No.: +420-257533562 & +420-257107013.
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 to 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. 11 (**Form of Tender**) of this RFP. The last date of submission of sealed bids is **13 August 2024 (1700 hours)** in the office of Mrs. Shashi Dayal, Second Secretary (HOC), Embassy of India, Milady Horakove 60/93,17000, Praha 7, Czech Republic, email: hoc.prague@mea.gov.in tele No.: +420-257533562 & +420-257107013. Technical bids will be opened on **16 August 2024 (1100 hours)** in the **Embassy of India, Prague.**
7. **Earnest Money Deposit (EMD) & Bank Guarantee for Offer 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 No.12) or Online payment (Cesko slovenska obchodni bank (CSOB), Na Prikope 18, 110 00, Praha 1, Embassy of India, Prague, Czech Koruna Current Account No. 479697603/0300 amounting to **CZK 1,500,000/** (Czech Koruna One Million Five Hundred Thousand Only).
 - Bank Guarantee for Offer Security** is to be submitted by the selected General Supplier only at the time of signing of the contract agreement as per the format attached as **Annexure 2** (Page No. 14).
 - (ii) It is to be mentioned here that 50% 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 90 days from the opening of bids or up to any mutually agreed extended period.

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**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF
GENERAL SUPPLIER FOR RECONSTRUCTION OF
AMBASSADOR'S RESIDENCE**

- 1. Statement of Objective.** The objective of this Project is renovation of the building of the Ambassador's 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.

(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:

i. Basement: 282 sq.m.

ii. Ground floor: 267 sq.m.

iii. First floor: 267 sq.m.

iv. 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 reconstruction of the existing building of Ambassador Residence, located at Sarecka 1540/7, Dejvice, Prague 6 (Site Nos. 3129 & 3130), which shall include all activities in accordance of the project documentation for completion of the building.
- 3. Conditions of Eligibility:** General Supplier fulfilling the following conditions of eligibility and submitting the relevant documentary proof therein may only apply:
- (a) Must have an ability perform the demanding building reconstructions 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 07 years experience in the profession. 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 CZK 30,000,000/ (**Czech Koruna Thirty Million**).

or

- i) two similar works completed-each costing not less than amount equal to CZK 36,000,000/ (**Czech Koruna Thirty Six Million**).

Or

- i) one similar work completed-and costing not less than amount equal to CZK 58,000,000/ (**Czech Koruna Fifty Eight Million**).

- ii) Any foreign potential contractor must prove of experience in the execution of at least two heritage reconstructions abroad and one in the Czech Republic (Prague) as well, English as condition.

- iii) the project manager and the main construction manager shall be full time employee of contractor

- iv) project manager or main construction manager has at least 10 years of experience in monumental reconstruction in the Czech Republic, Prague

- v) all documentation and communication between client and contractor on site shall be in English

- (d) Copy of award letter and completion certificate for each such work must be enclosed as **Exhibit-3**.

- (e) Should have had annual turnover of CZK 36,000,000/- (excl. VAT) or more on construction works during immediate last three consecutive financial years. This should be duly audited/certified by a Chartered Accountant 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.

- (h) Bank Solvency: The applicant should submit certificate of solvency for CZK 30,000,000/- or more certified by the bank. The certificate should not be older than a month and it is required to be renewed periodically every six months as **Exhibit-6**
- (i) 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. Payment terms and conditions

- (a) General Supplier shall be entitled for payment by the conditions mentioned in **draft agreement** about a contract (enclosed along with the RFP). This payment shall be excluding VAT, taxes, etc.
- (b) **Retention Money/Security Deposit:** 10% of the price 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).

5. Time Schedule

- (a) The work shall be carried out by the General Supplier with due expedition and in accordance with the time schedule.
- (b) The time schedule of **18 months** shall be deemed to be the essence of the contract on the part of the General Supplier.

6. Suspension

- (a) The **Embassy of India, Prague** may suspend all or part of the services by giving a notice to General Supplier and General Supplier shall immediately make arrangement to stop the services and shall not make any further expenditure from his end.
- (b) On suspension of the General Supplier's appointment, the General Supplier 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.

7. FORCE MAJEURE

a) In the event that either party is prevented wholly or in part, by any force majeure cause, as defined hereinafter from performing or accepting performance by the other party, this party should give without delay a written notice to the other party and the parties will either agree to a fresh completion date by condoning the period of delay arising out of such non-performance or may by mutual consent, treat the contract as terminated. However, if the force majeure conditions persist for an unreasonably long time, the party not under force majeure conditions may, by giving a notice to the other party, terminate the contract. In either case of termination, both parties will have no claim for compensation against each other, but shall receive their dues as prevailing on the date of commencement of force majeure conditions. Force Majeure is herein defined as:

i) Any cause which is beyond the reasonable control of the Consultant or Employer.

ii) Natural phenomena including but not limited to weather conditions, fire, explosion, flood, drought, earthquake and epidemic.

iii) Acts of any Governmental authority, domestic or foreign, including but not limited to war declared or undeclared, priorities, guarantees, endangers, licensing controls or production or distribution restrictions;

iv) Disruption in communication;

v) Strikes and lockouts;

vi) Sabotage, riot, civil commotion, invasion and insurrection.

8. ARBITRATION

a) In the event of any dispute or difference arising at any time between the parties relating to the construction; meaning or effect of this Agreement or any other cause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this Agreement or otherwise in relation to the terms; whether during the continuance of this Agreement or thereafter, such disputes or differences shall be endeavored to be solved by mutual negotiations.

b) If, however, such negotiations are infructuous, Arbitration shall be carried out as per provisions of UNCITRAL (United Nations Commission on International Trade Laws). The venue of arbitration shall be Prague, Czech Republic.

c) Any reference to arbitration shall not relieve either party from the due performance of its obligations under this Agreement.

9. TERMINATION

a) Under overall circumstances, if the Employer terminates the Agreement either in whole or portion thereof, General Supplier shall be compensated for the services carried out till the date of termination, less any disputed amount. The Employer shall discuss in detail with General Supplier to exhaust all possibilities of General Supplier not being able to deliver its services before applying the termination clause.

10. DEFECT LIABILITY PERIOD

a) The General Supplier shall be liable for any defect during the defect liability period of 1 year.

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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 General Supplier. Interested firms can visit the site from **29 July 2024 to 02 August 2024 (1000 hours to 1700 hours)** after prior appointment with Mrs. Shashi Dayal, **Second Secretary (HOC), Embassy of India, Milady Horakove 60/93,17000, Praha 7, Czech Republic, email: hoc.prague@mea.gov.in tele No.: +420-257533562 & +420-257107013.**

2. **Submission of bids:** General Supplier 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 No. 3**), along with EMD and Annexure 1, as mentioned in **Para-7** (Earnest Money Deposit (EMD)) (**Page No 2**). This envelope is to be super-scribed as "**Technical Bid**".

 - (b) **Envelope B:** Should contain the "**Form of Tender**" (**Page No.11**) on which the bidder should quote their price. This envelope should be super-scribed as "**Form of Tender- Financial Bid**".

 - (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. **Price:** The last date of submission of sealed bids is **13 August 2024 at (1700 hours)** in the office of **Mrs.Shashi Dayal, Second Secretary (HOC), Embassy of India, Milady Horakove 60/93,17000, Praha 7, Czech Republic, email: hoc.prague@mea.gov.in tele No.: +420-257533562 & +420-257107013.**

4. **Selection process: Envelope A (Technical bids)** will be opened on **16 August 2024 (1100 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. **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 of false information/document shall render the applicant ineligible.
 6. The selected General Supplier shall be formally informed about the selection by **Embassy of India, Prague** and the General Supplier 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.
 7. **Tender Security for bidding period.** Tender security in amount of 1,500,000/- of CZK in the form of Bank Guarantee shall be submitted as a part of bid and will be returned when decision is achieved. The minimum validity period is 90 days from the last offer delivery day.
 8. **Performance Security for construction period.** Performance security in amount of 5% of total construction costs in CZK 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. The Bank Guarantee may be substituted by appropriate amount of cash.
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**TIME SCHEDULE FOR THE TENDER FOR SELECTION OF
GENERAL SUPPLIER**

1.	Uploading of RFP on Mission website and CPP Portal	23 July 2024
2.	Site Visit to Ambassador Residence, Sarecka 1540/7, Dejvice, Prague-6	29 July 2024 to 02 August 2024 (1000 hours to 1700 hours)
3.	Last date of submission of bids at Embassy of India, Prague Milady Horakove 60/93, 170 00, Prague-7	13 August 2024 at (1700 hours)
4.	Opening of Technical bids at Embassy of India, Prague Milady Horakove 60/93, 170 00, Prague-7	16 August 2024 (1100 hours)
5.	Opening of financial bids	To be intimated later (only for technically qualified bidders)

**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF
GENERAL SUPPLIER
FOR RECONSTRUCTION OF AMBASSADOR RESIDENCE**

FORM OF TENDER

Gentlemen,

I/We, the undersigned, am/are willing to enter into a contract 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:

.....,CZK () in accordance of project documentation for completion the building

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

EMAIL ADDRESS:

Embassy of India
Prague

**TENDER FOR SELECTION OF GENERAL SUPPLIER FOR
RECONSTRUCTION OF INDIAN AMBASSADOR RESIDENCE**

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

Bank Guarantee No.....

Brief description of contract: **SELECTION OF GENERAL SUPPLIER FOR
RECONSTRUCTION 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 GENERAL SUPPLIER FOR RECONSTRUCTION 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 1,500,000/ (Czech Koruna One Million Five Hundred Thousand Only)**. 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 1,500,000/ (Czech Koruna One Million Five Hundred Thousand Only)**.

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 1,500,000/ (Czech Koruna One Million Five Hundred Thousand Only)**

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 no 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:

Place:
Signature:

**TENDER FOR SELECTION OF GENERAL SUPPLIER FOR RECONSTRUCTION
OF INDIAN AMBASSADOR RESIDENCE**

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **TENDER FOR SELECTION OF GENERAL SUPPLIER FOR
RECONSTRUCTION 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 general supplier with address**) have submitted their tender for **TENDER FOR SELECTION OF GENERAL SUPPLIER FOR RECONSTRUCTION OF INDIAN AMBASSADOR RESIDENCE** at Prague for Embassy of India, Prague and one of the tender conditions is for the **M/s (Name of supplier with address)** to submit a Bank Guarantee for Performance Security (**% of tender's supplier price**) **Czech Koruna by the Mission/Post** 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**.

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 %.

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 no 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: