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**SUPPLY AND INSTALLATION OF MODULAR AND LOOSE
FURNITURE FOR THE CHANCERY, CONSULAR BLOCK, MULTI
PURPOSE HALL, HERITAGE BULDING
AND RESIDENCES**

FOR THE EMBASSY OF INDIA

IN ADDIS ABABA, ETHIOPIA

VOL 1. INVITATION TO TENDER



TENDER DOCUMENTS

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Document – IV : Specifications & Schedule of Furniture, Architectural Plans

Architect: Abba Architects plc
Consulting Architects, Engineers and Planners
P.O.Box 12358 ADDIS ABABA, ETHIOPIA



DOCUMENT – I

INVITATION TO TENDERERS

Embassy of India
Location: Addis Ababa, Address: House No. 224,
Kebele: 13/14, Arada Sub city, Woreda 07
Country Name: Ethiopia. +251-11-6362034/6362010/6362600
P. O. Box 528
Addis Ababa, Ethiopia

INVITATION TO TENDERERS

SUPPLY AND INSTALLATION OF MODULAR AND LOOSE FURNITURE FOR THE CHANCERY, CONSULAR BLOCK, MULTI PURPOSE HALL, HERITAGE BUILDING AND RESIDENCES FOR THE EMBASSY OF INDIA IN ADDIS ABABA, ETHIOPIA

The Embassy of India in Ethiopia has the pleasure to invite you for and on behalf of the President of India, to submit a Tender in competition, on Lump sum Tender Price for the supply and installation of Modular and Loose Furniture for the Chancery, Consular Block, Multi-Purpose Hall, Heritage Building and residences for the Embassy of India in Addis Ababa, Ethiopia. The Lump sum Tender Price/Amount shall be inclusive of sea freight, land transport, insurance & installations on the basis of following tender documents.

A. Technical Tender Documents:

Document – I : Invitation to Tenderers, Instruction to Tenderers

Document – II : Eligibility documents

Company brochures or any other information can be supplied by the tenderers and attached within their tenders.

B. Financial Tender Documents:

Document - III : Form of Tender (Lump sum tender price to be quoted on this form by Tenderer)

Document – IV : Specifications, Schedule of Furniture, Architectural Plans

1. The tender documents may be obtained from **the Embassy of India, Addis Ababa Location: Kebele 13/14 Arada Sub-city, House No. 224, Addis Ababa, Ethiopia (+251-11-6362010/Mob: +251-911506871/+251929907271/+251-965908606)** or may be downloaded from the Embassy's website(<https://www.eoiaddisababa.gov.in>) from publication of this advertisement and before 1600 hrs on 25th February, 2022.



2. The Tender shall be submitted before 3:00 p.m. on or before 11th March, 2022 at the Embassy of India, Addis Ababa. Any Tender received after this date and time will not be considered and will not be opened. Any such unopened tender will be returned to the respective tenderer. Tender shall be opened at 3.30 pm on the last day of submission at the Embassy of India.
3. The Tender shall remain valid for a period of one hundred and twenty (120) days from the date of opening or any extended period.
4. Bid Security Declaration (BSD) shall be submitted which shall be valid for a period of **165 Days** with effect from the last date stated in Paragraphs (2) above or any extended period. Any tender submitted without the required BSD will be rejected without further examination, and the failing bidder shall be blacklisted for 5 years, if he fails to honour tender process.
5. The Tenderer shall quote his/her Lump sum Tender Price Amount based on the tender documents inclusive of sea freight, land transport, insurance & installations.
6. Commencement date of the works shall be effected from 15 days from the date of issue of the acceptance letter of intent.
7. The Period of Completion for the whole of the works is four months calculated from the Commencement date.
8. Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. **The rate of liquidated damages shall be calculated @0.5% of contract amount per week limited to maximum 10% of contract amount.** The delay shall be computed on day basis.
9. The Defects Notification Period will be two years and will also be governed by the warranty of products supplied. The maximum period of the two will be considered.
10. The Embassy of India will not be bound to accept the lowest or any tender nor to give a reason for the rejection of any Tender.
11. The Tenderer must submit with his/her offer a list of Sub Contractors, factories, brands and Specialist names whom he/she proposes to use on the Works in the Tender.

The Embassy of India, however, will always have the right to accept or reject any pre-approved subcontractor even after formal award of Contract and/or commencement of work with or without cause.

12. The successful Tenderer shall be responsible for coordinating his/her work with various sub-contractors and other bid-pack Contractors employed on the Works coordinating his/her work between various trades, obtaining all the necessary information from subcontractors for the purpose of the overall programming of his/her works; supplying all the normal attendance to all subcontractors and assuming the overall responsibility for the aforesaid.



13. The successful Tenderer will be responsible for delivering the goods at the Chancery, Consular Block, Multi-Purpose Hall, Heritage Building and residences for the Embassy of India, Addis Ababa, Ethiopia, fitting and placing the goods at the positions that are shown in the architectural drawings or as per the Architect's instructions. The successful Tenderer will also be responsible for the removal of all the packaging of the goods to a legally licensed waste site, unless the Embassy of India decides otherwise.
14. The English language is to be used for the needs of this tender. Therefore, all supporting documents must be in English. No other language will be accepted.

INSTRUCTIONS TO TENDERERS

SUPPLY AND INSTALLATION OF MODULAR AND LOOSE FURNITURE FOR THE CHANCERY, CONSULAR BLOCK, MULTI PURPOSE HALL, HERITAGE BUILDING AND RESIDENCES FOR THE EMBASSY OF INDIA IN ADDIS ABABA, ETHIOPIA

- 1) All definitions set forth in the Conditions of Contract or in Other Tender Documents are applicable to the Tender offer.
- 2) The Tender Documents comprise:

A. Technical Tender Documents:

Document – I : Invitation to Tenderers, Instruction to Tenderers

Document – II : Eligibility documents

Company brochures or any other information can be supplied by the tenderers and attached within their tenders.

B. Financial Tender Documents:

Document - III : Form of Tender (Lump sum tender price to be quoted on this form by Tenderer)

Document – IV : Specifications & Schedule of Furniture, Architectural Plans

- 3) The Embassy of India will not be responsible to compensate for any expense or losses which may be incurred by the Tenderer in the preparation and submission of his/her Tender.
- 4) This is a LUMPSUM PRICE TENDER based on the Schedule of Furniture and Specifications. The Tenderer shall examine the Tender Documents and all Addenda (if any) before submitting his/her Tender and shall become fully, informed as to the extent, quality, type and character of operations involved in the Works and shall visit and acquaint himself with the building, together with the Architect. No consideration or compensation will be given for any alleged misunderstanding of the articles of these documents.



- 5) Tenderers are required to quote Lump sum prices on “**Form of Tender**” inclusive of sea freight, land transport, insurance & installations.
- 6) All Tender documents must be returned properly completed in all respects in accordance with the conditions and Provisions of the Tender Documents. No alteration shall be made by Tenderers to the Tender Document unless otherwise permitted.
- 7) The Lump sum Tender Price/amount and rates for variations must be quoted both in figures and words and the currency must be in **US Dollar** only. In case of any discrepancy between figures or words, the amount or rates quoted in words shall be taken to be correct for this tender.
- 8) The Lump sum Tender Price/amount shall be submitted according to the “**Form of Tender**”, with suitable entries, including appropriate signatures, made in all blank spaces. The form shall not be altered. The Tenderer shall strictly comply with all the conditions stated in the Tender Documents. The **Form of Tender** must be signed by a person or persons authorized to sign the Tender and shall be dated and stamped with the Tenderer’s stamp. Evidence or signature authority, such as a Power of Attorney, shall be provided with the Tender. The unit rates quoted in the Schedule of Furniture of the tender documents shall be used towards variation as per the tender conditions. **Decision on tender will be taken based on the final price quoted on the Form of Tender.** Any mismatch in the final quoted price on **Form of Tender** and Total amount worked out in the Schedule of Furniture, the final price quoted on **Form of Tender** shall be considered for comparison of tenders and decision on tender. The rates on the Schedule of Furniture or elsewhere shall be adjusted in the ratio to match with quoted final price on the **Form of Tender**.
- 9) The Tenderer must submit with his/her Tender Bid Security Declaration (BSD) to the Embassy of India. In case any bidder withdraws/ modify the bid during the validity of the bid or fail to sign the Contract on being awarded the Contract or fails to submit the Performance Bank Security by the submission date, the bidder will be barred from participating on any tender of the Mission for another two years. Any tender submitted without the required BSD will be rejected without further examination.
- 10) The Tender shall be submitted in sealed envelopes as described below:-
 - Envelope “A” Bid Security Declaration (BSD)
 - Envelope “B” Technical Tender Documents
 - Envelope “C” Financial Tender DocumentAnd addenda or other enclosures as required in the tender.

The envelopes containing “A”, “B” & “C” of offers shall be duly super scribed with the above titles and description of work. Envelopes A, B and C must be placed in another sealed envelope with the name of work written on top, i.e. “SUPPLY OF MODULAR AND LOOSE FURNITURE FOR THE CHANCERY, CONSULAR BLOCK, MULTI PURPOSE HALL, HERITAGE BULDING AND RESIDENCES”. The envelope “A” containing BSD shall be opened first. Tenderers who have submitted valid BSD as mentioned shall be considered successful for opening of Technical Tenders. Technical tenders (Envelope B) of successful tenderers shall be opened immediately. Both BSD and Technical tender envelopes shall be opened in presence of tenderers or their authorised representatives.



After evaluation of Technical Tenders, a list of qualified tenders will be prepared by the Embassy of India. Qualified tenderers will be informed and Financial tender (Envelope C) of qualified tenderers shall then be opened at a notified time, date and place in presence of tenderers or their representatives.

- 11) In case the tender is not decided during the validity period of tender i.e. within **120 days** from date of opening of the tender, the Embassy of India may request the tenderers to extend the validity of the tender and BSD for a further specified period beyond 120 and 165 days respectively. Tenderer(s) shall be at liberty to extend the validity of tender and BSD for the specified period or withdraw their tender. Once the validity is extended in writing by the tenderer(s), they will not be permitted to withdraw from tender. If tenderer(s) withdraws his/her offer in between, the Embassy of India shall be at liberty to ban the bidder as stated in para 9 above.
- 12) The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India until the Bank Guarantee has been duly provided and the actual contract signed between the Embassy of India and the successful Tenderer. Should the Tenderer fail to sign the contract within the stipulated time or to provide the Bank Guarantee within 15 days or for any other reason withdraw his/her participation in the Tender, the Embassy of India may withdraw his/her 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 and thereupon suitable action as per para 9 above will be taken by the Embassy of India without any necessity for any legal or other formality or reference to judicial proceedings of proof of damage and without prejudice to the right of the Embassy of India. No payment shall be released to the supplier unless the agreement is signed.
- 13) The performance guarantee of five percent (5%) of the accepted Contract Amount in the form of Bank Guarantee from a schedule bank shall be submitted within 15 days of the work order and shall be valid for 60 days beyond the date of completion of all contractual obligation of the contractor under the contract and discharged after completion of work.
- 14) Any further information or clarification which the Tenderer may require in order to complete his/her Tender may be obtained from:
Embassy of India,
Addis Ababa, Address: House No. 224,
Kebele: 13/14, Arada Sub city, Woreda 07
Country Name: Ethiopia.
P. O. Box 528
Addis Ababa, Ethiopia
Contact Person: Mr I.M.Husain, Head of Chancery
Tel: +251-11-6362010/Mob: +251-911506871/+251929907271/+251-965908606
E-mail: adm.addisababa@mea.gov.in; hoc.addisababa@mea.gov.in

All information requested by and supplied to one tenderer will be supplied to all tenderers.

- 15) At any time prior to the date of submission of the proposals, the Embassy of India may issue an addendum.



- 16) The tender may be disqualified for any reason including, but not limited to the following:
- If the tenderer sets forth any conditions which are unacceptable to the Embassy of India.
 - If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that has issued the Tender Document.
 - If there is evidence of collusion between Tenderers.
 - If the Tenderer sets forth any offer to conditionally, discount, reduce or modify his/her tender.
 - If Tender price is disclosed before opening of Financial Tender.

17) The attention of Tenderers is drawn in compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT) etc. All rates and sum inserted against items of works shall be exclusive of Value Added Tax.

18) The Tenderer must read carefully all the Tender Documents, Specifications and drawings etc. The quoted lump sum tender price should be inclusive and complete in all respects as per the standards of the Embassy of India.
Lump sum Tender Price/Amount as quoted in the “**Form of Tender**” shall be the basis for deciding the tender quote and the tenderer.

19) Method of Payment, Instruction to Bidders:

	STAGE	PERCENTAGE
1	Award of contract.	30%
2	On dispatch of goods	20%
3	On delivery/receipt of goods in new buildings	20%
4	On installation of goods in new buildings	30%

“Payment for the first stage will be made after the suitable Guarantees from a registered bank of the Federal Democratic Republic of Ethiopia be submitted to the client. 10% of retention money shall be deducted from each phase of payment. 50% of retention money shall be released after one year of completion of work and balance 50% of retention money will be released on the expiration of DLP”.

20) **Scope of Work:-**

The successful tenderer will be responsible for delivering all the goods at the Chancery site, (Embassy of India, Addis Ababa Ethiopia), fitting and placing the goods at the positions that are shown in the architectural drawings or as per the architect’s instructions. The successful tenderer will also be responsible for the removal of all the packaging of the goods to a legally licensed waste site, unless the Embassy of India decides otherwise.

21) It is noted that the successful tenderer will provide Samples for Task chair (CH-1), Multi-purpose hall Chair (CH-4), Outdoor Chair (CH-5) and Work station (WS-1) to be used, as well as, if asked, complete samples of any certain furniture items. All these have to be approved by the Embassy of India beforehand.



22) The Embassy of India reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India except that no proposal will be accepted if the BSD or/any of the preceding statutory documents was not submitted with the Tender.

23) **Termination by the client**

23.1 Notice to Correct

If the Supplier fails to carry out any obligation under the Contract, the Engineer may by notice require the Supplier to make good the failure and to remedy it within a specified reasonable time.

23.2 Termination by Employer

The Employer shall be entitled to terminate the Contract if the Supplier

- (a) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- (b) without reasonable excuse fails:
- (c) subcontracts the whole of the Works or assigns the Contract without the required agreement,
- (d) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (e) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - (i) for doing or forbearing to do any action in relation to the Contract, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract, or if any of the Supplier's Personnel, agents or Sub-Suppliers gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph(e). However, lawful inducements and rewards to Supplier's Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Supplier, terminate the Contract and expel the Supplier from the Site. However, in the case of sub-paragraph (d) or (e), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

The Supplier shall then leave the Site and deliver any required Goods, all Suppliers' Documents, and other design documents made by or for him, to the Engineer. However, the Supplier shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.



After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Supplier's Documents and other design documents made by or on behalf of the Supplier.

The Employer shall then give notice that the Supplier's Equipment and Temporary Works will be released to the Supplier at or near the Site. The Supplier shall promptly arrange their removal, at the risk and cost of the Supplier. However, if by this time the Supplier has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Supplier.

23.3 Valuation at Date of Termination

As soon as practicable after a notice of termination has taken effect, the Engineer shall proceed to agree or determine the value of the Works, Goods and Supplier's Documents, and any other sums due to the Supplier for work executed in accordance with the Contract.

23.4 Payment after Termination

After a notice of termination has taken effect, the Employer may:

- (a) Withhold further payments to the Supplier until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or
- (b) Recover from the Supplier any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Supplier. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Supplier.

23.5 Employer's Entitlement to Termination

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Supplier. The termination shall take effect 28 days after the later of the dates on which the Supplier receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another Supplier.

After this termination, the Supplier shall be paid as the contract

24. Force Majeure

24.1 Definition of Force Majeure

In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control,
- (b) which such Party could not reasonably have provided against before entering into the Contract,
- (c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- (d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:



- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (ii) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Supplier's Personnel and other employees of the Supplier and Sub- Suppliers,
- (iv) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Supplier's use of such munitions, explosives, radiation or radio-activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

24.2 Notice of Force Majeure

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

24.3 Duty to minimize delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

24.4 Consequence of Force Majeure

If the Supplier is prevented from performing any of his obligations under the Contract by Force Majeure of which notice has been given and suffers delay and/or incurs Cost by reason of such Force Majeure, the Supplier shall be entitled to:

- (a) an extension of time for any such delay, if completion is or will be delayed, and
- (b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 23.1 [Definition of Force Majeure] and, in the case of sub- paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost.

After receiving this notice, the Engineer shall proceed to determine these matters.

25 Arbitration

Any dispute shall be finally settled by international arbitration. Unless otherwise agreed by both Parties:



- (a) the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce,
- (b) the dispute shall be settled by three arbitrators appointed in accordance with these Rules, and
- (c) the arbitration shall be conducted in English language.

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the Works.



DOCUMENT – II
ELIGIBILITY DOCUMENTS



Eligibility Documents

PERIOD OF COMPLETION: **Four calendar months**

CRITERIA FOR ELIGIBILITY

2.1 The tenderers must be registered as a commercial entity in the Federal Democratic Republic of Ethiopia.

2.2 The applicant should have satisfactorily completed **three similar works** each costing not less than **USD 1,45,000/-** or completed **two similar works** each costing not less than **USD 1,80,000/-** or **one similar work** costing not less than **USD 2,85,000/-** during the last five years ending January, 2022.. ***The above cost is including VAT.*** The works that will be mentioned must be in Ethiopia and overseas.

2.3 The applicant should have had average annual financial turn-over of **USD1,80,000/- (excluding VAT)** during the last five years. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

2.4 The applicant should be a profit making individual / company / firm. They should not have incurred any financial loss for more than two of the five financial years. This fact shall be duly certified by the Chartered Accountant.

2.5 The applicant should have bank solvency of **USD 1,45,000/-** excluding VAT certified by their banker at least for the Contract period.

2.6 The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of employees who would be involved in this work and their role in this work.

2.7 The applicant should be having in house capability for manufacturing parts/components critical to furniture items or have agreement with the manufacturer for the supply of replacement parts or the whole of the particular furniture(s). They should also submit a list of their organisation, equipment available with them.

2.8 The applicant should have capability to provide after sale service for the guarantee period of one year or as per the warranty period of product delivered as specified in the BoQ and should be in a position to offer an annual maintenance contract thereafter.

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

2.10 Joint Venture (JV) firms are not eligible to participate in this tender.



3.0 EVALUATION CRITERIA FOR ELIGIBILITY

3.1 For the purpose of eligibility, applications will be evaluated in the following manner:

The documents submitted by the applicant will be scrutinised for the criteria prescribed above to determine the applicant's eligibility for the work.

3.2 Even though applicants may satisfy the above requirements, they would be liable to disqualification if they have:

- a) Made misleading or false representation or deliberately suppressed Information in the forms, statements and enclosures required in the pre-qualification document.
- b) Record of poor performance such as abandoning work, not properly Completing the contract or financial failures / weaknesses.
- c) Disclosed the tender price before the opening of the financial tender.

4. FINANCIAL INFORMATION

The applicant should submit the following financial information:

Annual financial statement for the last five financial years. This should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.

5. EXPERIENCE IN SIMILAR WORKS.

5.1 Applicants should submit the following:-

- a) A list of all works of similar nature successfully completed during the last five years.
- b) List of the projects under execution or awarded.

6. TENDER: Envelopes for BSD shall be opened first. Tenderers who have submitted the required BSD as mentioned will be considered successful for the opening of their Technical Bids. Technical tenders of successful tenderers shall be opened immediately. Both BSD envelopes and Technical tenders shall be opened in presence of tenderers or their representatives. After evaluation of Technical Tenders, a list of qualified tenderers will be prepared by the Embassy of India. Qualified tenderers will be informed and the financial tender of the qualified tenderers will then be opened at notified time, date and place in the presence of the tenderers or their representatives.



7. AWARD CRITERIA

7.1 The Embassy of India reserves the right without being liable for any damages or obligation to inform the applicant to: -

- a) Amend the scope and value of contract.
- b) Reject any or all the applications without providing any reason.

7.2 For any of the above actions, the Embassy of India shall neither be liable for any damages nor be under any obligation to inform the Applicants of the grounds for the same.

7.3 Any effort on the part of the applicant or his/her agent to exercise influence or to pressurise the Embassy of India would result in rejection of his/her application. Canvassing of any kind is prohibited.

8. Value Added Tax (VAT)

8.1 The Embassy of India, as a Diplomatic Mission is exempted from payment of Taxes Including (VAT) and duties (including excise).



PROFORMA FOR CREDIT FACILITY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s /Mr..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of USD..... (USD_..... only).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signatures)
For the Bank

NOTE (1) Bankers certificates should be on the letter head of the Bank, sealed and addressed to the Embassy of India.

(2) In the case of partnership firms, certificate should include the names of all the partners as recorded with the Bank.



DOCUMENT III
FORM OF TENDER



FORM OF TENDER

for

**SUPPLY AND INSTALLATION OF MODULAR AND LOOSE FURNITURE FOR THE
CHANCERY, CONSULAR BLOCK, MULTI PURPOSE HALL, HERITAGE BUILDING AND
RESIDENCES
FOR THE EMBASSY OF INDIA IN ADDIS ABABA, ETHIOPIA**

Sirs

I/We

Carrying in business as

at

Hereby tender to supply the above works in accordance with the Tender Documents, Drawings, Specifications and Schedule of Furniture according to terms, obligations and conditions therein contained at and for the fixed price inclusive of sea freight, land transport, insurance & installations sum of:

Excluding VAT.

(USD _____)

I/We further agree that all our work will be in accordance to the architect's entire satisfaction.

I/We further agree that our offer includes the ordering of all furniture and their delivery to the Chancery Site and Embassy Residences and inclusive of sea freight, land transport, insurance & installations, Embassy of India in Addis Ababa, Ethiopia. Our tender also includes the fitting of all furniture in the positions shown in architectural drawings or as per architect's instructions. The tender also includes the discharge of all boxes to a legally licensed waste area or as per the architect's instruction.

I/We further agree that all goods will be ready by the _____ to be placed in the New Building. In case there is delay we hereby agree that all goods will remain, under our responsibility, within the storage space(s) of our company and without extra cost to the client.



I/We agree to abide by this Tender for a period of 120 days from the last day for submission of tender, and it shall remain binding upon us and may be accepted at any time before this period.

If this offer is accepted, we will provide the Specified Advance Payment Guarantee, commence the works within the prescribed period of commencement and complete the works in accordance with the above – named documents within the Time for Completion.

I/We agree that the terms of payment will be as follows:

	STAGE	PERCENTAGE
1	Award of contract.	30%
2	On despatch of goods	20%
3	On delivery/receipt of goods in new buildings	20%
4	On installation of goods in new buildings	30%

I/We agree that suitable Bank Guarantee will be submitted to the client for payment of first stage (30%) from a registered bank of the Federal Democratic Republic of Ethiopia are submitted to the client.

Unless and until a formal Agreement is prepared and executed this Letter of Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

I/We understand you are not bound to accept the lowest or any tender you may receive.

I/We further agree to complete the whole of the works according to the time schedule specified in the contract documents.

I/ We agree that in case of any mismatch in the final price of Form of Tender and Total amount worked out in the Schedule of Furniture, the final quoted on Form of Tender shall be considered for comparison of tenders and decision on tender. The rates in the Schedule of Furniture or elsewhere shall be adjusted in the ratio to match with the quoted price on the Form of Tender.

As witnessed my/our hand this _____ day of _____

Tenderer's signature in full

Name and address of firm



DOCUMENT IV
SPECIFICATIONS AND
SCHEDULE OF FURNITURE,
ARCHITECTURAL PLANS



**SUPPLY AND INSTALLATION OF MODULAR AND LOOSE FURNITURE
FOR THE CHANCERY, CONSULAR BLOCK, MULTI PURPOSE HALL,
HERITAGE BUILDING AND RESIDENCES**

EMBASSY OF INDIA IN ADDIS ABABA, ETHIOPIA

SPECIFICATIONS

The photographs of all items in the Schedule of Furniture are indicative and serve only to show the type and style of furniture required.

The following specifications must be met by all tenderers:

1. All tenderers and their suppliers must comply with the relevant ISO and quality standards.

The successful tenderer must also do the following:

2. He must provide to the architect, Abba architect PLC, samples for all materials for approval, beforehand, within one month of the award of contract.
3. If asked, the successful tenderer will provide samples of furniture for approval by the architect within one month from award of contract. These samples will be returned to the tenderer.



**TENDER FOR SELECTING Contractor
FOR**

Supply and installation of Modular and Loose Furniture for the Chancery, Consular Block, Multi-Purpose Hall, Heritage Building and residences for the Embassy of India in Addis Ababa, Ethiopia

Bank Guarantee Proforma for Performance Security

Bank Guarantee No .

Brief description of contract: **Supply and installation of Modular and Loose Furniture for the Chancery, Consular Block, Multi-Purpose Hall, Heritage Building and residences for the Embassy of India in Addis Ababa, Ethiopia**

Name and Address of Beneficiary: **Embassy of India, Addis Ababa**

Date:

Whereas M/s (Name of Contractor with address)_____ have submitted their tender for **Supply and installation of Modular and Loose Furniture for the Chancery, Consular Block, Multi-Purpose Hall, Heritage Building and residences for the Embassy of India in Addis Ababa, Ethiopia, at Addis Ababa for Embassy of India**, 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 contract value) amounting to **(To be indicated in US Dollar only by the Embassy of India, Addis Ababa, calculated as 5% of the tendered cost)** within 15 days. 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 **(To be indicated in US Dollar only by the Embassy of India, Addis Ababa, calculated as 5% of the tendered cost)**.

2. This guarantee is valid for a period of 180 days and **upto (date should be two months after the date of completion of work)** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to USD _____/- **(USD _____ Only)**.

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 the **(Name of the Country)** 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:

Name:

Place:

Signature:



**TENDER FOR SELECTING Contractor
FOR**

Supply and installation of Modular and Loose Furniture for the Chancery, Consular Block, Multi-Purpose Hall, Heritage Building and residences for the Embassy of India in Addis Ababa, Ethiopia

Bid Security Declaration

I/ We accept that if I/ we withdraw or modify bids during the period of validity or if I/ we are awarded the Contract and I/ we fail to sign the Contract, or to submit a performance security before the deadline defined in the request for bids document, I/ we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for Contracts with Government of India.

Date:
Name:

Place:
Signature:

