

No. OSL/872/01/2018
Embassy of India
Oslo

**NOTICE INVITING TENDER FOR SELECTING CONTRACTOR
FOR REDEVELOPMENT OF WORK WITH REGARD TO THE CONSULAR
RECEPTION IN THE CHANCERY**

The President of India acting through the **Embassy of India** in **Oslo** requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **redevelopment work of the Consular Reception in the Chancery**. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of NOK 26,036/-, must reach office of (Mr. V.Venkataraman, Minister and Head of Chancery, **Email: hoc.oslo@mea.gov.in**) on or before **1800hrs** on **29th September 2023**. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of Embassy of India at <https://www.indianembassyoslo.gov.in>.

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the **Embassy of India** in **Oslo** for **redevelopment work of the Consular Reception in the Chancery**.

3. Location and description of Property:

Embassy of India, Niels Juels Gate 30, 0272, Oslo, Norway

4. Scope of Work:

S.No.	Description of redevelopment work of the Consular Reception in the Chancery
1.	Rig and operation, waste treatment
2.	Disassembly/demolition work
3.	Construction work
4.	Painters work
5.	Plumbing work
6.	Ventilation work
7.	Electrician work
8.	Heating cables (replacement of old heating cables)
9.	Furniture/wood work
10.	Any other work required to complete the proposed work

5. Period of Completion: (90 Days)

6. 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 Contractor. Interested firms can visit the site from after prior appointment with (Mr. V.Venkataraman, Minister and Head of Chancery, **Email: hoc.oslo@mea.gov.in**)

7. Submission: The proposals (bids) should be submitted in three parts in three separate envelopes which should be marked as (i) EMD; (ii) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; and (iii) Financial Bid, which should be as per the format given in this tender. All the three envelopes should then be placed under one big envelope and super scribed as **“Tender Bid for redevelopment work of the Consular Reception in the Chancery”**. The last date of submission of sealed bids is **1800hrs** on **29th September, 2023** in the office of (Mr. V.Venkataraman, Minister and Head of Chancery, **Email:** hoc.oslo@mea.gov.in). Technical bids of those bidders, who have submitted EMD will be opened on **1400hrs** on **03rd October, 2023** in the **Embassy of India, Oslo**. All pages of the submission documents must be signed by authorised signatory.

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Tender Documents

Tender Contents

A. Technical Bid Documents:

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

B. Financial Bid Documents:

Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender - Financial bid letter (Section-VI)
(Lump sum fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Earnest Money Deposit (EMD) (Section-VII)

* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

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Invitation to Tender

1. The President of India acting through the **Embassy of India in Oslo** invites Lump-sum Fixed Price Tender for **redevelopment work of the Consular Reception in the Chancery**. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents.

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for Bank Guarantee, etc.

2. The last date of submission of sealed bids is **1800 hrs** on **(29th September 2023)** in the office of (Mr. V.Venkataraman, Counsellor and Head of Chancery, **Email: hoc.oslo@mea.gov.in**). Technical bids will be opened on **1400 hrs** on **03rd October 2023** in the **Embassy of India, Oslo**. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on **1400 hrs** on **03rd October 2023** in the **Embassy of India, Oslo**. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the **Embassy of India, Oslo**.

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

5. Eligibility Criteria:

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

5.2 Similar work: The Tenderer must have satisfactorily completed (i) one similar work of value of NOK 1,041,430/- or (ii) two similar works each of value of NOK 650,894/- or (iii) three similar works each of value of NOK 520,715/-. Similar works means office remodelling, and construction.

5.3 Bank Solvency: Certificate of Solvency for NOK 520,715/- certified by bank. The certificate should not be older than six months.

5.4 Annual Turnover: The annual turnover of the tenderer should be equal to NOK 650,894/- during the immediate last three consecutive financial years.

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

6. Defects Liability Period: Defects Liability period will be twelve months from date of completion of project.

7. Performance Security: 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work.(Annexure 1)

8. Financial quote & variations: Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

9. Commencement: Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

10. Completion: The Period of Completion for the whole of the works is 90 days calculated from the date of commencement of works.

11. Mobilisation Advance: i) 10% of contract amount against equivalent Bank Guarantee. The mobilization advance of 10% shall be released in two equal instalments only after obtaining a bank guarantee bond of equal amount from scheduled bank and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period of complete recovery.

ii) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.

iii) The recovery should be commenced after 10% of the work is completed and the entire amount shall be recovered by the time 80% of the work is completed.

12. Retention Money: 10% of contract amount of each bill for payment shall be deducted. 50% of the Retention money shall be released on record of practical completion and the remaining balance of retention money shall be released at the end of Defect Liability period.

13. Arbitration:

- 13.1** If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause 15, shall be referred to arbitration.
- 13.2** 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.
- 13.3** The Arbitration will have its sittings in ***Oslo, Norway***

14. Rejection: *Embassy of India, Oslo* reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

15. Sub-contractors: The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. ***Embassy of India, Oslo*** reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.

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

Address:

Email:

Fax:

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Section-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder (To be prepared and submitted by the Bidder)
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity (To be prepared and submitted by the Bidder)
Section - VI	:	Form of Bid (Lump sum fixed price to be quoted by Bidder)
Section - VII	:	Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc.

1.2 Site visit: Physical visit to the site is advisable to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

1.3 Cost of Tendering - The *Embassy of India, Oslo* will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

1.4 Earnest Money Deposit–

1.4.1 The bidder shall submit a Demand draft or Banker's cheque or Bank Guarantee or Online payment to (*Nordea Bank*) amounting to NOK 26,036/- (Section-VII).

1.4.2 Failure to honour the EMD shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.

1.4.3 Before completion of tendering process if any bidder amends or withdraws its bid, 50% of its EMD will be forfeited into Mission's account and if successful bidder failed to provide 5% of Tender cost as Performance Guarantee within prescribed time, 100% of its EMD shall be forfeited.

1.5 Pre-bid meeting: A pre-bid meeting is scheduled at **1400hrs** on **13th September 2023** in the *Embassy of India, Oslo*. Interested bidders may contact the office of Mr. V.Venkataraman, Minister and Head of Chancery, **Email:** hoc.oslo@mea.gov.in to attend the pre-bid meeting.

1.6 Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

1.6.1 The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

1.6.2 Bidders are required to quote Lump-sum fixed prices on "Form of Tender". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

1.6.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

1.6.4 The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be (**Norwegian Krone**) only.

1.6.5 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.7 Validity of Bid - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

1.8 Tender and Schedule of Quantities

1.8.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

1.8.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

1.8.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

1.8.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

1.8.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

1.9 Final Tender Price - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

1.10 Errors and Rectification:

1.10.1 In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

1.10.2 If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

1.10.3 If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

1.11 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with (*redevelopment work of the Consular Reception in the Chancery*) for (*Embassy of India, Oslo*) which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII. This envelope is to be super-scribed as "**EMD**".

Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "**Technical Bid**".

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "**Financial Bid**".

1.11.1 The last date of submission of sealed bids is **1800hrs** on **29th September 2023** in the office of (Mr. V.Venkataraman, Minister and Head of Chancery, **Email:** hoc.oslo@mea.gov.in).

1.11.2 The date and time for submission may be deferred by an official notification in writing issued by the **Embassy of India, Oslo** to all Bidders. Tenders received after this date will not be considered.

1.11.3 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

1.12 Selection process:

1.12.1 Envelope B (Technical bids) of those bidders who have submitted EMD will be opened on **1400hrs** on **03rd October 2023** in the **Embassy of India, Oslo**. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the **Embassy of India, Oslo**.

1.12.2 The Technical and Financial bids of those bidders will not be opened who failed to submit EMD. EMD of those bidders will be forfeited, if the bidder withdraws or amends its financial bids before concluding tendering process.

1.12.3 The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.

1.12.4 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, Oslo**.

1.13 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the **Embassy of India Oslo**. The **Embassy of India, Oslo** may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

1.14 Amendments to Tender Document - At any time prior to the date of opening of the tender, the **Embassy of India, Oslo** may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the **Embassy of India, Oslo**.

1.15 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact (Mr. V.Venkataraman, Counsellor and Head of Chancery, **Email:** hoc.oslo@mea.gov.in).

1.16 All information requested by and supplied to one bidder will be supplied to all bidders.

1.17 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy of India, Oslo as to the meaning of anything connected with the Tender Document.

1.18 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

1.18.1 If tenderer sets forth any conditions which are unacceptable to the **Embassy of India, Oslo**.

1.18.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

1.18.3 If there is evidence of collusion between Bidders.

1.18.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.18.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.19 Compliance with Laws and Regulations and Pricing of Schedule of Quantities -The attention of Bidders is drawn as to 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 and in Form of Tender shall be exclusive of Value Added Tax.

1.20 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the **Embassy of India, Oslo**.

1.21 No escalation of price - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

1.22 Payments:

1.22.1 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the **Embassy of India, Oslo**.

1.22.2 Payment shall be released in Running Account bills as per work done and Running Account bills shall be preferred for payment not less than 4% of physical progress.

1.22.3 All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

1.23 (Embassy's right to waive - The **Embassy of India, Oslo** reserves the right to waive any deficiency in any tender where such waiver is in the interest of the **Embassy of India, Oslo** except that no proposal will be accepted if the Earnest Money Deposit (EMD) or/any of the preceding statutory documents was not submitted with the tender.

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Section-II

2. Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

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Section-III

3. Terms and Conditions of Contract

3.1 Quoted price is final fixed lump-sum price inclusive of all taxes except VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

3.2 Quoted price shall be exclusive of VAT. The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.

3.3 Period of completion for the work is 90 days calculated from fifteen days from the date of issue of acceptance of letter of intent or handing over the site whichever is later. Such 15 days being defined as mobilization period.

3.4 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% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be completed on day to day basis.

3.5 Defects liability period shall be as per Warranty Period of the equipment and twelve months for the civil work executed from date of practical completion of work. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost.

3.6 The tenderer shall guarantee among other things, the following: - a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.

3.7 Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

3.8 Payment:- Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:

3.8.1 Advance of 10% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Name of Mission. This will be the mobilisation advance which will be recovered by the Embassy as per para 11 of "Invitation to Tender".

3.8.2 Payment shall be released in Running Account bills as per work done and Running Account bills shall be preferred for payment not less than 4% of physical progress.

3.8.3 10% of contract amount of each bill for payment shall be deducted. 50% of the retention money shall be released on record of practical completion and remaining 50% shall be released at the end of DLP.

3.8.4 5% of accepted tender cost after handing over to the (Name of Mission) for beneficial use to be released after two months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to **Embassy of India, Oslo** who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.

3.9 No escalation on rates due to delay in works shall be admissible.

3.10 Payment shall be released in Running Account bills as per work done and Running Account bills shall be preferred for payment not less than 4% of physical progress.

3.11 Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

3.12 Defects Liability Period will be 12 (Twelve) months from completion of work. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the **Embassy of India, Oslo** shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the **Embassy of India, Oslo**.

3.13 On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

3.14 Deviations/ Variations Extent and Pricing

Variations/Additional work shall be carried out with the approval of Employer. The rates shall be applicable as per BoQ. If items are not mentioned in BoQ, same shall be derived from competitive market rates.

3.15 Force Majeure

On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the con-

tract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In the event of force majeure either party shall be entitled to prolongation of this contract equal to delay caused by such force majeure.

3.16 Termination of the Contract and Conditions thereof:

3.16.1 *Subject to other provisions contained in this clause, the Embassy may, without prejudice to any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:*

i) If the contractor having been given by the Embassy a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Embassy (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of fourteen days from the Embassy

iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Embassy

iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 14 days after a notice in writing is given to him in that behalf by the Embassy

v) If the contractor shall offer or give or agree to give any person in Embassy service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Embassy.

vi) If the contractor shall enter into a contract with Embassy in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the term of payment thereof have been previously disclosed in writing to the Embassy

vii) If the contractor shall obtain a contract with Embassy as a result of wrong tendering or other non-bonafide methods of competitive tendering.

viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate

made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

ix) If the contractor being a Company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work, shall not be deemed to be subletting) or otherwise parts or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approvals of the Embassy.

3.16.2 When the contractor has made himself liable for action under any of the cases aforesaid, the Embassy shall have powers:

a. Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

b. Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate or rescind the contract (of which termination notice in writing to the contractor under the hand of Embassy shall be conclusive evidence). Upon such determination the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Embassy. All defect liability obligations shall continue to survive despite the termination.

c. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

c.1 Contractual Remedies for Breaches/ Defaults or Termination for Default

If there is an unsatisfactory resolution within this Notice period, the Procuring Entity shall take one; or more of the following contractual remedies.

- 1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- 2) Call back any advances of payment, if any, with a levy of interest at the prevailing local rate.
- 3) Recover liquidated damages and invoke denial clause for delays.
- 4) Encash and/ or Forfeit performance or other contractual securities.
- 5) Prefer claims against insurances, if any.

3.16.3 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

3.16.4 Frustration of Contract

3.16.4.1 Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration.

3.16.4.2 However, the following shall not be considered as such a supervening cause

- a) Lack of commercial feasibility or viability or profitability or availability of funds
- b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

3.17 Closure of Contract

The contract shall stand closed upon

- a) successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.
- b) termination and settlements after that, if any, as per clause 3.16 above.

3.18 Code of Integrity: All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall also have to avoid the following prohibited practices such as (I) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of interest and (vi) Obstructive practice.

3.19 Conflict of interest: The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain

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Section-IV

4. Scope of Work

Scope of work given below is tentative. The bidder is advised to inspect the site and understand the full scope of work.

Scope of Work:

S.No.	Description of redevelopment work of the Consular Reception in the Chancery
1.	Rig and operation, waste treatment
2.	Disassembly/demolition work
3.	Construction work
4.	Painters work
5.	Plumbing work
6.	Ventilation work
7.	Electrician work
8.	Heating cables (replacement of old heating cables)
9.	Furniture/wood work
10.	Any other work required to complete the proposed work.

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Section-V

5. Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

Note: Please refer to Section-I of the document

5.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

5.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

5.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

5.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

5.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

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Section-VI

6. Form of Tender

(To be submitted by the bidder)

TO: (**Embassy**) of India in (**Oslo**)

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of: (**Amount to be indicated by the bidder in Number and words and also the currency**) exclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

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

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

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Section-VII

Bank Guarantee Proforma for Earnest Money Deposit (EMD)

Bank Guarantee No.....

Brief description of contract: **Redevelopment work of the Consular Reception in the Chancery**

Name and Address of Beneficiary: (Embassy of India, Niels Juels Gate 30, 0272, Oslo)

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for (**redevelopment of consular reception in Chancery**) at (**Embassy of India**) for (**Oslo**), and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Earnest Money Deposit amounting to NOK 26,036/-. 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 NOK 26,036/-.

2. This guarantee is valid for a period of 225 (Two hundred and twenty five) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to NOK 26,036/-.

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) up to the (**date after 225 days from date of issue**) and claims under this guarantee should be submitted not later than (**date after 225 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 Norway and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Norway Courts.

Date:
Name:

Place:
Signature:

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Oslo

**TENDER FOR SELECTING CONTRACTOR
FOR REDEVELOPMENT OF WORK WITH REGARD TO THE CONSULAR
RECEPTION IN THE CHANCERY**

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: *redevelopment work of the Consular Reception in the Chancery* Name and Address of Beneficiary: *Embassy of India, Niels Juels Gate 30. 0272, Oslo, Norway*

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for *redevelopment work of the Consular Reception in the Chancery* at Oslo for *Embassy of India, Oslo*, and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Performance Security amounting to (**5% of the accepted contract amount in NOK**). 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 (**5% of the accepted contract amount in NOK**).

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to (**5% of the accepted contract amount in NOK**)

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

Date:

Place:

Name:

Signature: