

No. HAR/862/3/2020-Pt.-I
Embassy of India, Harare
Zimbabwe

NOTICE INVITING TENDER
FOR SELECTING CONTRACTOR FOR
CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES
at 25, Piers Road, Borrowdale, Harare, Zimbabwe

The President of India acting through Mr. Vijay Khanduja, Ambassador of India in Harare, Zimbabwe requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES at 25, Piers Road, Borrowdale, Harare, Zimbabwe**. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of **US\$ 407,044.00 (US\$ Four Hundred and Seven Thousand Forty Four only)** may be submitted as mentioned hereinafter at Para-8. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the **Embassy of India, Harare, Zimbabwe** at <https://eoi.gov.in/harare/>

2. The **objective** of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India, Harare in Zimbabwe for **CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES at 25, Piers Road, Borrowdale, Harare, Zimbabwe**.

3. **Location and description of Property:**

3.1 The site for the construction of the new Chancery Building and Eight residential apartments is located at No 25 Piers Road (Rem of Stand 7 of Lot 5 of Borrowdale Estate), Borrowdale, Harare.

3.2 Total area of the land is 7.2278 hectares with a portion of it already occupied by the Ambassador's residence and associated buildings. These are separately accessed (vehicular and pedestrian) from Piers Road.

3.3 The plot is traversed by an annual water course, part of which will be canalised during this work. The new Chancery Building (*see Scope of Works*) will be located on the southern side of the plot where the soil has expansive qualities and the civil, structural and constructional designs will have to take this into account.

The residences (Single storey apartments) will be located on the northern side of the plot where the soil is relatively better.

4. Scope of Work: *Construction of New Chancery Building and 8 Residences, at 25, Piers Road, Borrowdale, Harare, Zimbabwe:*

4.1 Chancery Complex: The construction of a two storey building comprising integrated basement parking, ground floor, first floor and central link area i.e. - Ashoka Gallery, with space allocation for parking lots, offices, multi-purpose hall and plant rooms. The works comprise of bulk basement excavation, concrete basement retaining wall with one leaf half brick lining, pad foundations, sandwiched floor slabs, concrete framed structure with hollow pot slabs and ribs, internal brickwork, wall finishes and floor finishes, basement drainage.

4.2 Eight Residences: The construction of Eight single storey residences, comprising of three bed rooms, kitchen, lounge, bathrooms, covered veranda, carport and courtyard. The works comprise of strip foundations, surface beds, brickwork, concrete eaves beam, carport access ramp, pre-fabricated timber trusses, chromadek roof sheeting, t & g and gypsum plasterboard ceilings, timber doors, aluminum windows, dormer windows, wall finishes, ceiling finishes, floor finishes, sanitary plumbing and fittings, kitchen cupboards and built in closets.

4.3 Multipurpose Hall: This is an integral part of the complex with a double volume, space allocation for pantry kitchen, female and male green rooms and restrooms. The works comprise of concrete frame, reinforced concrete beams, brickwork, external facade-octane steel cladding, structural steel space frame, concrete roof slab, danpalon sheeting to roof, copper dome, ceilings, aluminum windows & timber doors, acoustic wall and ceiling finishes, floor finishes, sanitary plumbing and fittings.

4.4 Offices: This is an integral part of the complex with a double storey and space allocation for Administrative offices and Balcony. The work comprises of concrete frame, hollow pot slab and ribs, reinforced concrete beams, steel and precast concrete decorative columns, structural steel space frame, concrete roof slab, brickwork, external facade-octane steel cladding, danpalon sheeting to roof, access ramps, stairs, suspended exposed grid ceiling, glass balustrading to balcony and stairs, aluminum windows, timber doors, wall finishes, ceiling finishes, floor finishes, sanitary fittings, plumbing and drainage, kitchen built in cupboards, solar panels mounted on the space frame.

4.5 Ashoka Gallery: This is the integral central part of the chancery complex linking the multi-purpose hall and offices, constructed of structural steel framing,

cladded steel stanchions to support the structural steel Ashoka wheel space frame, danpalon roof sheets mounted onto Ashoka roof.

4.6 Yoga Centre & Water Features: The construction of an open air yoga center located within a 1,150 m² water feature. The works are generally constructed of 'Eva last' aluminum composite batten frame, suspended composite decking, water feature concrete retaining walls, concrete columns with pad foundations, concrete ring beams and structural steel to support the decking. The water feature is waterproofed and tiled. The construction of ceremonial main entrance comprising of a guard room and restroom.

4.7 Ceremonial Entrance: The construction of a ceremonial main entrance comprising of a guard room and restroom. The works are generally constructed of strip foundations, brickwork, structural steel space frame, chromatic sheeting, ceilings, aluminum windows & timber doors, finishes, sanitary fittings, plumbing and drainage.

4.8 Substation & Generator Room: The construction of a single storey substation building. The works are generally constructed of pad foundations, surface beds, concrete ring beam, brickwork, concrete roof slab, waterproofing to roof slab, steel windows & ZESA doors and finishes.

4.9 Maintenance Store: The construction of a single storey maintenance building. The works are constructed of pad foundations, surface beds, concrete ring beam, brickwork, concrete roof slab, waterproofing to roof slab, steel windows & doors and finishes.

4.10 Ablution Facilities: The construction of a single storey outdoor ablution building for both male and female. The works are generally constructed of strip foundations, surface bed, brickwork, chromadek roof sheeting, prefabricated timber roof trusses, plasterboard ceilings, exposed roof timber structure, aluminum windows, timber doors, wall finishes, ceiling, floor finishes, sanitary fittings, plumbing and drainage.

5. Period of Completion: 30 Months

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

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

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

7. **Site visit & Pre-bid meeting:** Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. A Site visit and pre-bid meeting will be held on the Site at **25, Piers Road, Borrowdale, Harare, Zimbabwe** on **20.12.2021** at **1100 Hrs.**

8. **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 tender; and (ii) Earnest Money Deposit (EMD) of **US\$ 407,044.00 (US\$ Four Hundred and Seven Thousand Forty Four only)** which should be as per the format given in this tender. The last date of submission of sealed bids is on **05.01.2022** by **1700 Hrs.** in the office of **Ms. Sushma Pawar, Attaché (Project & DDO), Embassy of India, 12, Natal Road, Belgravia, Harare, email: attache.project@embindia.org.zw; Tel. No. +263-4-795956/792523.** Technical bids will be opened at **1100 Hrs on 07.01.2022** at the **Embassy of India, 12, Natal Road, Belgravia, Harare, Zimbabwe.** All pages of the submission document must be signed by authorised signatory duly stamped with company's stamp on each page.

No. HAR/862/3/2020-Pt.-I
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Zimbabwe

TENDER FOR SELECTING CONTRACTOR
FOR
CONSTRUCTION OF NEW CHANCERY BUILDING AND 8
RESIDENCES at
25, Piers Road, Borrowdale, Harare, Zimbabwe

Tender Documents

Tender Contents

A. Technical Bid Documents:

- Document I : Invitation to Tender
- Document I – Section-I : Instruction to Bidders
- Document I – Section-II : Introduction and Credentials of Bidder*
- Document I – Section-III : Documents to establish eligibility

B. Other Documents:

Document II : Formats for Earnest Money Deposit (EMD)/Performance Bank Guarantee.

* 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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Zimbabwe

TENDER FOR SELECTING CONTRACTOR
FOR
CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES
at
25, Piers Road, Borrowdale, Harare, Zimbabwe

Invitation to Tender

The President of India acting through **Mr. Vijay Khanduja, Ambassador of India in Harare, Zimbabwe** invites Lump-sum Fixed Price Tender for **CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES at 25, Piers Road, Borrowdale, Harare, Zimbabwe**. 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, documents to establish eligibility as per Eligibility Criteria
Other Mandatory Document to be submitted along with Technical Bid Document:	
Document- II	Earnest Money Deposit (EMD)

2. The last date of submission of sealed Technical bids is on **05.01.2022** by **1700 Hrs.** in the office of **Ms. Sushma Pawar, Attaché (Project & DDO), Embassy of India, 12, Natal Road, Belgravia, Harare, email: attache.project@embindia.org.zw; Tel. No. +263-4-795956/792523** Technical bids will be opened at **1100 Hrs on 07.01.2022** at the **Embassy of India, 12, Natal Road, Belgravia, Harare, Zimbabwe**. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened at **1100 Hrs on 07.01.2022** at the **Embassy of India, 12, Natal Road, Belgravia, Harare, Zimbabwe**. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the **Embassy of India, Harare, Zimbabwe**.

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 Harare/Zimbabwe.

5.2 Similar work: The Tenderer must have satisfactorily completed (i) **one** similar work of value equal to or more than **US\$ 10,000,000.00 (US\$ Ten Millions Only) (exclusive of VAT)** OR (ii) **two** similar works of value equal to or more than **US\$ 6,000,000.00 (US\$ Six Millions Only) (exclusive of VAT)** each OR (iii) **three** similar works of value equal to or more than **US\$ 5,000,000.00 (US\$ Five Millions Only) (exclusive of VAT)** each. Similar works means Buildings (constructed under single contract) of Reinforced Cement Concrete framed structures including all utility services such as Modern office buildings, Hotels, Shopping Malls, Embassies, apartment complex's etc. The work in which compensation has been levied for delayed completion shall not be considered for eligibility. **The bidders should ensure to submit both documents i.e. "letter of award of work" and "completion certificate of the work" which should clearly mention the total cost of contract awarded.**

5.3 Bank Solvency: The tenderer should submit Certificate of Solvency for US\$ 8,140,888.00 or more, certified by bank. The certificate should not be older than a month and it is required to be renewed periodically every six months. the Bank Solvency Certificate must be as per the prescribed format as under :-

'We _____ Bank certify that M/s _____ has been dealing with us since _____, and throughout the said period, until the date hereof, our mentioned customer has never been in default or bankruptcy or breach of any obligations towards the Bank under any contract, agreement, understanding, or any arrangement with the Bank.

The total balance/credit available/ granted currently to M/s _____ is US\$ _____.

5.4 Annual Turnover: The bidder should have had average annual financial turn-over of **US\$ 7,000,000.00 (US\$ Seven Millions Only) (excluding VAT)** or more on Construction works during the immediate last five consecutive financial years. This should be duly audited/certified by Public Accountants, Members of the Institute of Chartered Secretaries, Company Secretaries and Administrators in addition to Chartered Accountants. Year in which no turnover is shown would also be considered for working out the average.

5.5 Profit-Loss: The applicant should be a profit making company/firm and should not have suffered any financial loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. This fact shall be duly audited/certified by Public Accountants, Members of the Institute of Chartered Secretaries, Company Secretaries and Administrators in addition to Chartered Accountants.

5.6 Joint Venture: Joint Venture (JV) firms formed specifically for this tender shall not be permitted. JV, like a single entity, meeting all eligibility criteria shall be permitted. JV partners meeting eligibility criteria on individual basis separately shall not be permitted.

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

6.1 Earnest Money Deposit (EMD): The applicant needs to submit Earnest Money Deposit (EMD) **US\$ 407,044.00 (US\$ Four Hundred and Seven Thousand Forty Four only)**. This should be in the form of Bank draft or Banker's cheque or Online payment to **First Capital Bank, Harare, Zimbabwe in Embassy of India, Harare's account** or an unconditional and irrevocable Bank Guarantee (as per template given in Section-IV). **EMD shall be submitted in a separate sealed envelope.** EMD shall have to remain valid for a period of forty-five days beyond the final bid validity period. EMD of unsuccessful bidders shall be returned at the earliest but not later than the 30th day after the L-1 bidder is identified. EMD of successful bidder will be returned after submission of Performance Bank Guarantee. If the successful bidder withdraws or modifies the Bid during the period of validity or after award of the contract fails to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, the EMD will be forfeited.

Please NOTE :

a) The EMD, Annual Turnover and Bank Solvency Certificate are to be submitted strictly in US\$ only.

b) All the documents for fulfilling the eligibility criteria, viz, EMD, Bank Solvency Certificate, the financial statements of the preceding five financial years, the permit/registration certificate and the award of work and completion certificates for similar works with the total cost of the Project undertaken; must be in the name of the firm actually participating in the bid.

6.2 Retention Money (Refer Clause 14.3 & 14.9 of FIDIC): Retention Money will be limited to 5% of the accepted tender amount and 5% of each Running bill will be deducted towards retention money. Retention money shall be released against equivalent amount of Bank Guarantee (BG) to be submitted by Contractor. BG should be valid for completion period plus defects notification period. In case of time extension of project, the BG should be revalidated up to extended time plus Defects Liability period.

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

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

6.5 Liquidated Damage (Refer Clause 8.4 & 8.7 of FIDIC): It shall be 0.5% per week of delay limited to 10% of accepted tender cost. This shall be calculated on per day basis for each day of delay.

6.6 Payment against Material (Secured Advance) (Refer Clause 14.5 [plant and material intended for the work] of FIDIC): Payment against 80% of the landed price of non-perishable material brought at site but yet to be used in works shall be allowed as secured advance and this shall be adjusted in Running Account Bills of work done involving material (full or part) as consumed in works.

6.7 Mobilization Advance (Refer Clause 14.2 of FIDIC):

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

6.7.2 The mobilization advance shall be released only on submission of a Bank Guarantee from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery.

6.7.3 The advance shall be released in two or more installments.

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

6.7.5 The recovery of mobilization advance shall commence after 10% of work is completed and the entire amount shall be recovered by the time 80% of the work is completed.

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

6.9 **Delay in payment of Running Bill** (Refer Clause 14.8 of FIDIC): Employer would make payment of Running Account Bill (Payment of work done of all undisputed items) within the stipulated time but in case of delay no interest will be payable.

6.10 **Escalation** (Refer Clause 13.8 of FIDIC): No escalation on accepted tender cost will be permitted.

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

8. **Completion of Project:** The Period of Completion for the whole of the works is **30 months** calculated from the date of commencement of works and the date of commencement of work will be deemed as 15 days from the handing over of the site.

9. **Rejection:** Embassy of India, Harare, Zimbabwe 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.

10. The Tender Documents for Stage-II will comprise:

- (i)** Architectural drawings and specification
- (ii)** Structural drawings and specifications
- (iii)** Building Service drawings and specifications electrical and data
- (iv)** Fire Protection specification and report
- (v)** Civil Drawings and specification
- (vi)** Security Drawings and specification
- (vii)** Schedule of Quantities
- (viii)** Building consent

Address:

Email:

Fax:

No. HAR/862/3/2020- Pt.-I
Embassy of India, Harare
Zimbabwe

**TENDER FOR SELECTING CONTRACTOR
FOR
CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES
at
25, Piers Road, Borrowdale, Harare, Zimbabwe**

Section-I

Instructions to Bidders

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 : Documents to establish eligibility
(To be prepared and submitted by the Bidder)

Section – IV : Standard format for Earnest Money Deposit
(EMD).

Section V : Standard format for Performance Guarantee

2. **Tender:** The bidding will take place in two stages:

- (i) **Stage-I:** Qualification of firms as per eligibility criteria as per Notice Inviting Tender (NIT) would be assessed.
- (ii) **Stage-II:** Eligible firms would be issued with tender documents for submission of lump-sum financial bid.

3. **Site visit & Pre-bid meeting:** Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Site visit and pre-bid meeting will be held on the Site at **25, Piers Road, Borrowdale, Harare, Zimbabwe** on **20.12.2021 at 1100 Hrs.**

4. **Cost of Tendering:** The Embassy of India, Harare, Zimbabwe will not be responsible to compensate for any expense or losses which might have been incurred by the bidder in the preparation and submittal of his Tender/bid.

Earnest Money Deposit: The bidder shall submit a Demand draft or Banker's cheque or an unconditional and irrevocable Bank Guarantee (as per template given in Section-IV) *amounting to US\$ 407,044.00 (US\$ Four Hundred and Seven Thousand Forty Four only)*. Please ensure that the EMD is to be submitted strictly in US Dollars only.

5. **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.

6. **Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with **CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES at 25, Piers Road, Borrowdale, Harare, Zimbabwe** for Embassy of India, Harare, Zimbabwe which shall have following two sealed envelopes inside:

Envelope A: Should contain the Demand draft or Banker's cheque or an unconditional and irrevocable Bank Guarantee (as per template given in Section-IV) or print-out of online payment towards payment of EMD. This envelope is to be super-scribed as "**EMD**."

Envelope B: Should contain the documents mentioned in Section-II and Section-III. This envelope should be super-scribed as "**Technical Bid**".

6.1 The last date of submission of sealed Technical bids is **05.01.2022 before 1700 Hrs.** in the office of **Ms. Sushma Pawar, Attaché (Project & DDO), Embassy of India, 12, Natal Road, Belgravia, Harare, email: attache.project@embindia.org.zw; Tel. No. 263-4-795956/792523.**

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

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

7. **Selection process:**

7.1 The bids will be opened at *1100 Hrs. on 07.01.2022* at the Embassy of India, Harare, Zimbabwe. Bidders may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Harare, Zimbabwe. Envelope A containing EMD will be opened first. Envelope B would be opened only of those bidders who have submitted a valid EMD. The technical eligibility credentials of the bidders shall be evaluated based on documents submitted in Envelope B. Failure to submit requisite documents will render the applicant ineligible.

7.2 A list of technically qualified bidders shall be prepared. Eligible bidders would be invited to a site visit and pre-bid meeting before Stage-II tender documents are issued to them, the date, time and venue of which would be informed separately.

8. **Conditional Acceptance of the Tender:** The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Harare, Zimbabwe. The Embassy of India, Harare, Zimbabwe 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.

9. **Amendments to Tender Document** - At any time prior to the date of opening of the tender, the Embassy of India, Harare, Zimbabwe may issue an addendum to 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, Harare, Zimbabwe.

10. **Clarification:** Any further information or clarification which the Tenderer may require in order to complete their bid, may contact *Ms. Sushma Pawar, Attaché (Project & DDO), Embassy of India, 12, Natal Road, Belgravia, Harare, email: attache.project@embindia.org.zw; Tel. No. 263-4-795956/792523*

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

12. 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, Harare, Zimbabwe as to the meaning of anything connected with the Tender Document.

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

- (i) If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Harare, Zimbabwe.
- (ii) 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.
- (iii) If there is evidence of collusion between Bidders.
- (iv) If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
- (v) If Bid price is disclosed or become known before opening of Financial Bid.

14. **Right to waive** - The Embassy of India, Harare, Zimbabwe reserves the right to waive any deficiency in any tender where such waiver is in the interest of the *Embassy of India, Harare, Zimbabwe* 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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Embassy of India, Harare
Zimbabwe

**TENDER FOR SELECTING CONTRACTOR
FOR**

CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES

at
25, Piers Road, Borrowdale, Harare, Zimbabwe

Section-II

Introduction and Credentials of Bidder

(To be submitted by the bidder)

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

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Section-III

Documents to Establish Eligibility

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. The documents shall be capable of establishing the eligibility of the bidder for the tender. For similar work, the bidder is required to submit work order, value and completion certificate of the work. Details of ongoing work would not be considered for establishing eligibility of the bidder.

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Section-IV

Bank Guarantee Proforma for Earnest Money Deposit

Bank Guarantee No.....

Brief description of contract: **CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES at 25, Piers Road, Borrowdale, Harare, Zimbabwe**

Name and Address of Beneficiary: Embassy of India, 12, Natal Road, Belgravia,
Harare, Zimbabwe.

Date:

Whereas M/s (*Name of Contractor with address*) have submitted their tender for **CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES** at Harare, Zimbabwe for Embassy of India, Harare, Zimbabwe 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 **US\$ 407,044.00 (US\$ Four Hundred and Seven Thousand Forty Four 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 **US\$ 407,044.00 (US\$ Four Hundred and Seven Thousand Forty Four only)**.

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 **US\$ 407,044.00 (US\$ Four Hundred and Seven Thousand Forty Four only)**.

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 Zimbabwe and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Zimbabwe Courts.

Date:

Place:

Name:

Signature:

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SECTION V

Bank Guarantee Proforma for Performance Guarantee

Bank Guarantee No.....

Brief description of contract: *Construction of new chancery building and 8 residences*

Name and Address of Beneficiary: Embassy of India, 12, Natal Road, Belgravia, Harare, Zimbabwe.

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **CONSTRUCTION OF NEW CHANCERY BUILDING AND 8 RESIDENCES** at Harare, Zimbabwe for Embassy of India, Harare, Zimbabwe, and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Performance Security (5% of tendered cost) amounting to (**5% of the tendered cost of US\$ -**). In fulfilment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount *calculated as 5% of the tendered cost of US\$*).

2. This guarantee is valid for a period of ___ 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 **5% of the tendered cost of US\$**).

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 Zimbabwe and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Harare Courts.

Date: Place:

Name: Signature: