

**Embassy of India  
Bangkok, Thailand**

**Name of Work: Supply and Installation of Furniture and Curtains in the  
Embassy Residence and Residential Complex of Embassy of India,  
Bangkok at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok,  
Thailand-10110**

**Tender No. – Ban/Admn/881/01/2020**

**Tender Document**

**10<sup>th</sup> December 2021**

**Period of completion of the work : 4 Months**

## **Tender Documents**

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**Document – 1**  
**Invitation to Bidders**  
**Instruction to Bidders**

## Invitation to Tender

### **Supply and Installation of Furniture and Curtains in the Embassy Residence and Residential Complex of Embassy of India, Bangkok at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110**

1. The Ambassador of India to Thailand, for and on behalf of the President of India, invites lump-sum tenders for Supply and Installation of Furniture and Curtains in the Embassy Residence and Residential Complex of Embassy of India, Bangkok at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110, from suppliers for the following works:

Name of work	Period of Completion
Supply and Installation of Furniture and Curtains in the Embassy Residence and Residential Complex of Embassy of India, Bangkok at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110	<b>4 Months</b>

2. **Suppliers/Bidders who fulfil following requirements shall be eligible to apply.** These criteria (on) are indicative. Exact details are available in tender documents. Tender documents are included within this package.

The suppliers/bidders should have satisfactorily completed three similar works each costing not less than THB 10,000,000 or completed two similar works each costing not less than THB 15,000,000 or one similar work costing not less than THB 25,000,000 during the last five years ending last day of the month previous to the one in which tenders were invited. The above cost is excluding VAT. The works that will be mentioned must be in the Kingdom of Thailand and/or overseas.

3. **Tender Security/Bid Security/Earnest Money Deposit:** The Bidder must submit with his bid, the Tender Security/Bid Security/Earnest Money Deposit (EMD)/Tender Bond in the sum of **1 (One) Million Thai Baht**. Tender Security/Bid Security/EMD/Tender Bond shall be acceptable by bank transfer/bank draft/pay order in favour of Embassy of India, Bangkok or Bank Guarantee (as per enclosed proforma in Tender Document). The other terms and conditions related with the EMD/Tender Bond shall remain same as mentioned in the Tender Document. The Tender Security/EMD/Tender Bond shall remain valid for a period of **120 (One Hundred Twenty)** days from last date of submission of tender.

4. Bid documents supported with prescribed annexures should be submitted in sealed envelope, duly super scribed with the name of work and the date of opening at Admin Section, 2<sup>nd</sup> Floor, Embassy of India, 46, Prasarnmitr, Sukhumvit, Soi-23, Bangkok - 10110, Thailand. The bids will be received till 03.01.2022 up to 1400 hours and will be opened on

the same day at 1430 hours for technical evaluation in the Embassy of India, 46, Prasarnmitr, Sukhumvit, Soi-23, Bangkok - 10110, Thailand.

5. A pre-bid meeting will be held in Embassy of India, Bangkok, 46, Prasarnmitr, Sukhumvit, Soi- 23, Bangkok - 10110, Thailand on 24.12.2021 at 15:00 hours.

6. The date and time of opening of financial bid(s) will be decided after technical bid(s) have been evaluated by Embassy of India, Bangkok and the results of which shall be displayed on <http://eprocure.gov.in/e-publishing> and also on Embassy's website and Ministry of External Affairs' Website. Financial bid(s) of only those tenderer(s)/bidder(s) will be opened, who qualify the technical evaluation on the specified date and time. The date, time & place of opening of the financial bid(s) will be intimated in due course of time. The result of Financial Bids shall be displayed on the same websites.

7. If any information furnished by the applicant is found incorrect at a later stage, he/she shall be liable to be debarred from the tendering process. Embassy of India, Bangkok reserves its right to verify the particulars furnished by the applicant independently.

8. Embassy of India, Bangkok reserves the right to reject any prospective applicant without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it.

9. The Tender Notice is also published on Central Public Procurement Portal (CPPP) of Government of India <http://eprocure.gov.in/e-publishing>, the website of Embassy of India, Bangkok, <https://embassyofindiabangkok.gov.in> and the website of Ministry of External Affairs, Government of India <https://mea.gov.in/>. There is no fee for tender documents. The important schedule is given below:

Date of Publishing	10.12.2021 (1800 hrs)
Bid submission start date	11.12.2021 (1000 hrs)
Seek clarification start date	11.12.2021 (1100 hrs)
Pre-bid meeting	24.12.2021 (1500 hrs)
Seek clarification end date	24.12.2021 (1700 hrs)
Bid submission end date	03.01.2022 (1400 hrs)
Bid opening date	03.01.2022 (1430 hrs)

10. 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.

  
Head of Chancery  
Embassy of India, Bangkok

## **Instructions to Bidders**

### **Supply and Installation of Furniture and Curtains in the Embassy Residence and Residential Complex at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110**

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 Bid Documents:**

Document – I : Invitation to Bidders, Instruction to Bidders

Document – II : Eligibility documents, Integrity Pact

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

#### **B. Financial Bid Documents:**

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

Document – IV : Specifications, Analytical tender, Architectural Plans

3. The Embassy of India, Bangkok (hereinafter referred to as **Employer**) will not be responsible to compensate for any expense or losses which may be incurred by the Bidder in the preparation and submittal of his/her Tender.

4. This is a LUMPSUM PRICE TENDER based on the Schedule of Furniture, curtains and Specifications. The Bidder shall examine the Tender Documents and all Addenda (if any) before submitting his/her Bid 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/herself with the building, together with the Architect/Consultant of the Employer, M/s Architects 3D Company Limited (M/s A3D). No consideration or compensation will be given for any alleged misunderstanding of the articles of these documents. The bidders should also submit the design and colour catalogue of the similar product.

5. Bidders are required to quote Lumpsum prices on “**Form of Tender**”.

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 Bidders 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 **Thai Baht (THB)** 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 Lumpsum 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 Bidders shall strictly comply with all the conditions stated in the Tender Documents. The **Form of Tender** must be signed by a person or persons authorised to sign the Tender and shall be dated and stamped with the Bidder’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 Bidder must submit with his/her Tender an Earnest Money Deposit (EMD) to Employer in the form of a demand draft from any licensed bank operating in the Kingdom of Thailand or a Bank guarantee in favour of Employer (Embassy of India, Bangkok). This Bank Guarantee must be valid for **120 Days** and shall be as per the **proforma annexed** with tender documents. The Bank Guarantees will be returned after the award of the work.

10. The Performance Security/Performance Guarantee made out to the value of **five Percent (5%)** of the Accepted Contract Amount in the form of Bank Guarantee shall be submitted as described in the conditions of contract. The Performance Security Bank Guarantee shall remain valid for a period of 60 days beyond the execution and completion of the works as a Guarantee to secure the proper carrying out, the handling of the works and recovery of compensation of such other sums that may become due to the Employer from the bidder/supplier under the terms of the contract and shall not have been paid by him on demand.

11. The Tender shall be submitted in sealed envelopes as described below:-

Envelope “A” Tender Guarantee Earnest Money Deposit (EMD)  
Envelope “B” Technical Tender Documents  
Envelope “C” Financial Tender Document  
And addenda or other enclosures as required in the tender.

The envelopes containing "A", "B" & "C" of offers shall be duly superscribed 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 and Installation of Furniture and Curtains in the Embassy Residence and Residential Complex of Embassy of India, Bangkok at Soi Sukhumvit 25, Sukhumvit Road, Wattana, Bangkok, Thailand-10110."** The envelope "A" containing EMD shall be opened first. Bidders who have submitted valid EMD as mentioned shall be considered successful for opening of Technical Bids. Technical Bids (Envelope B) of successful Bidders shall be opened immediately. Both EMD and Technical bid envelopes shall be opened in presence of Bidders or their authorised representatives. After evaluation of Technical Bids, a list of qualified Bidders will be prepared by the Employer. Qualified Bidders will be informed and Financial tender (Envelope C) of qualified Bidders shall then be opened at a notified time, date and place in presence of Bidders or their representatives.

12. 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 employer may request the Bidders to extend the validity of tender and Tender Guarantee/EMD for a further specified period beyond 120 days. Bidder(s) shall be at liberty to extend the validity of tender and Tender Guarantee/EMD for the specified period or withdraw their tender. Once the validity is extended in writing by the Bidder(s), they will not be permitted to withdraw from tender. If Bidder(s) withdraws his/her offer in between, the employer shall be at liberty to forfeit the EMD absolutely.

13. The acceptance of the Tender shall be conditional and not finally binding upon the Employer until the Bank Guarantee and the Performance Bond have been duly provided and the actual contract signed between the Employer and the successful tenderer. Should the Bidder fail to sign the contract within the stipulated time or to provide the Bank Guarantee and the Performance Bond, within 15 days or for any other reason withdraw his/her participation in the Tender, the Employer 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 the amount of EMD shall be confiscated by the Employer 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 Employer. No payment shall be released to the Bidder/Supplier unless the agreement is signed.

14. Any further information or clarification which the Bidder may require in order to complete his/her bid may be obtained from:

**Embassy of India, Bangkok, 46, Prasarnmitr, Sukhumvit, SOI 23, Bangkok - 10110, Thailand.**

All information requested by and supplied to one Bidder will be supplied to all Bidders.

15. At any time prior to the date of submission of the proposals the Employer may issue an addendum.



16. The tender may be disqualified for any reason including, but not limited to the following:

- a) If the Bidder sets forth any conditions which are unacceptable to the Employer.
- b) If any bid is submitted under a name other than the name of the individual firm partnership or corporation that has issued the bid Document.
- c) If there is evidence of collusion between Bidders.
- d) If the Bidder sets forth any offer to conditionally discount, reduce or modify his/her bid.
- e) If bid price is disclosed before opening of Financial bid.

**17. The attention of Bidders 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 Bidder must read carefully all the Tender Documents, Specifications and drawings etc. The quoted Lumpsum tender price should be inclusive and complete in all respects as per the standards of the Embassy of India, Bangkok.

Lump sum Tender Price/Amount as quoted in the “**Form of Tender**” shall be the basis for deciding the bid quote and the Bidder.

19. Price escalation in rates due to any reason such as increase in prices of material, equipment & labour, fuel (petrol, diesel, gas etc), electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion etc shall not be applicable.

**20. Method of Payment:**

20.1 30% deposit payment of the total order value shall be released to the successful tenderer against bank / insurance guarantee upon awarding the project. 50% payment of the total order value shall be released against complete delivery of the goods at the site in good condition subject to the inspection by the Employer/Consultant/Architect. 20% shall be released after the successful installation and Testing of the furniture at the Site, to the complete satisfaction of the Employer which would be certified in writing by the Architect/Consultant as the acceptance of the works. Retention money at the rates as specified in Clause 22 shall be deducted from these payments and shall be retained till the expiry of defects notification period / warranty.

20.2. The Bidder's request(s) for payment shall be made to the Employer in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and upon fulfilment of other obligations stipulated in the contract.

20.3. Payments shall be made by the Employer in **sixty (60) days** after acceptance of item and submission of the certified invoice /claim through the Architect/Consultant by the Bidder/Supplier.

**21. Penalty Clause:** In case the supplier/bidder fails to complete the work within the stipulated time. The penalty of 0.1% of the Accepted Contract Amount per week of delay will be calculated on per day basis with the maximum of five percent (5%) of the Accepted Contract Amount.

**22. Retention Money:** An amount equivalent to 5% of the price of the item supplied will be retained till the successful completion of the Defects Notification Period/Warranty Period of the item supplied. During the Defect Notification Period/Warranty Period, if the Bidders fails to provide satisfactory service, this amount will be utilized for repairing the defective supplied item and as a consequence the supplier is liable to be blacklisted.

**23. Scope of Work:** The successful Bidders will be responsible for delivering all the goods at the Embassy Residence and Residential Complex at Soi Sukhumvit 25, Sukhumvit Road, Wattana, Bangkok, Thailand-10110 fitting and placing/installation the goods at the positions that are shown in the architectural drawings/specifications or as per the architect/consultant instructions. The successful Bidders will also be responsible for the removal of all the packaging of the goods to a legally licensed waste site, unless the Employer decides otherwise.

**24. Time Period For Completion:** All the goods ordered shall be supplied and incidental services completed in Four (4) months as per schedule of delivery of various items conveyed at the time of placing order and as per the terms and conditions of the Contract to the satisfaction of the Employer as evidenced by the Employer written certification of acceptance within the time period given in the Appendix to Tender. All the aspects of safe delivery shall be the exclusive responsibility of the Bidders.

**25.** It is noted that the successful Bidders will provide samples of all the materials to be used, as well as, if asked, complete samples of any certain furniture items. All these have to be approved by the architect/consultant beforehand.

**26.** The employer reserves the right to waive any deficiency in any tender where such waiver is in the interest of the employer except that no proposal will be accepted if the Earnest Money Deposit or / any of the preceding statutory documents was not submitted with the Bid.

**27. Force Majeure:** If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such

prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

**28. Litigation/ Arbitration:** No time extension of any kind shall be granted under any circumstances except natural calamities and un-expected circumstances. No litigation or arbitration under any circumstances at any stage shall be applicable. The Bidder not willing to accept this pre-condition are advised not to participate in the tendering process.

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

Bank Guarantee No.....

Brief description of contract: **Supply and Installation of Furniture and Curtains in the Embassy Residence and Residential Complex of Embassy of India, Bangkok at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110.**

Name and Address of Beneficiary: **Embassy of India, Bangkok, 46, Prasarnmitr, Sukhumvit, SOI 23, Bangkok - 10110, Thailand.**

Date:

Whereas M/s (Name of Tenderer with address) \_\_\_\_\_ have submitted their tender for **Name of work: Supply and Installation of Furniture and Curtains in the Embassy Residence and Residential Complex of Embassy of India, Bangkok at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110** and one of the tender conditions is for the M/s (Name of tender with address) \_\_\_\_\_ to submit a Bank Guarantee for **Earnest Money Deposit** amounting to **THB 1,000,000/- (Thai Baht One Million only)**.

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 **THB .....** (THB ..... only).

This guarantee is valid for **120 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.

Notwithstanding anything to the contrary contained herein, the maximum liability under this guarantee is restricted to **THB (THB..... only)**.

Notwithstanding anything to the contrary contained herein, this guarantee is valid from **(date of issue)** \_\_\_\_\_ up to the (date after \_\_\_\_\_ **days** from **date of issue**) \_\_\_\_\_ and claims under this guarantee should be submitted not later than (date after \_\_\_\_\_ **days** from **date of issue**) \_\_\_\_\_.

This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited only to the payment of a sum of money.

This guarantee shall be governed and construed in accordance with the laws of the Kingdom of Thailand and is governed by the United Rule for Demand Guarantee (ICC Publication No. 758) and shall be subject to exclusive Jurisdiction of the courts of the Kingdom of Thailand.

Date \_\_\_\_\_ Signatures \_\_\_\_\_

**DOCUMENT - II**  
**ELIGIBILITY DOCUMENTS**

## Eligibility Documents

**Period of Completion : One Hundred and Twenty (120) Calendar Days**

### **1. CRITERIA FOR ELIGIBILITY**

**1.1 The bidders (hereinafter referred to as applicant) must be registered as a commercial entity in the Kingdom of Thailand.**

**1.2** The applicant should have satisfactorily completed three similar works each costing not less than **THB 10,000,000** or completed two similar works each costing not less than **THB 15,000,000** or one similar work costing not less than **THB 25,000,000** during the last five years ending last day of the month previous to the one in which tenders were invited. **The above cost is excluding VAT.** The works that will be mentioned must be in the Kingdom of Thailand and/or overseas.

**1.3** The applicant should have had average annual financial turn-over of **THB 50,000,000 (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. **(Form 'A')**

**1.4** 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 a the Chartered Accountant.

**1.5** The applicant should have bank solvency of **THB 10,000,000** excluding VAT certified by their banker.

**1.6** 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.

**1.7** 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.

**1.8** The applicant should have capability to provide after sale service for **the guarantee period of two years** and should be in a position to offer an annual maintenance contract thereafter.

**1.9** The applicant should submit a list of all completed works in the last 5 years and list of all works in hand. **(Form 'B')**

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

## **2. EVALUATION CRITERIA FOR ELIGIBILITY**

**2.1** 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.

**2.2** 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.

## **3. FINANCIAL INFORMATION**

The applicant should submit the following financial information:

- a) 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. **(Form 'A')**
- b) Name and address of the banker's identification or individuals familiar with the applicant's financial standing and banker's statement on availability of credit. Bank Certification of Financial Resources.

## **4. EXPERIENCE IN SIMILAR WORKS.**

**4.1** Applicants should complete and submit the following:-

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

## **5. PROFORMA FOR SOLVENCY FROM A SCHEDULED BANK**

Applicants should complete and submit The Proforma for Solvency Certificate from a Scheduled Bank **(Form 'D')**

## **6. TENDER:**

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

## **7. AWARD CRITERIA**

**7.1** The employer 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 Employer 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 Employer would result in rejection of his/her application. Canvassing of any kind is prohibited.

## **9. Value Added Tax (VAT):**

The Employer, as a Diplomatic Mission is exempted from payment of Taxes Including (VAT) and duties (including excise). A zero per cent VAT certificate issued by the local Ministry of Foreign Affairs will be provided.

## **10. Integrity Pact:**

Integrity Pact should be signed and submitted in **Form 'E'**.



**Form "A"**

**1. Financial Statement:**

a) Authorized Capital (Give break up) \_\_\_\_\_

b) Issued and paid up Capital \_\_\_\_\_

Annual turnover excluding VAT for the last immediate five financial years	In country of origin (in case based out of the Kingdom of Thailand)	In the Kingdom of Thailand	In other Country/ Countries

Provide copies of annual reports or audited balance sheets, Profit and loss accounts along with Audit reports and statement for the last five years. A certificate from Chartered Accountant authenticating the annual turnover (excluding VAT) shall also be enclosed.

**2. Details of loans and other financial commitments**

**3. Current Financial Position**  
as on date

**Currency**

**Amount**

a) Cash & Bank Balance

b) Current Assets

c) Current Liabilities

d) Working Capital

e) Net Worth

**4. a) Name and Address of Auditors**

b) Can the Employer make a reference to the Auditors directly? .....

No/Yes

Written permission enclosed at page

5. Applicant's financial arrangements for the proposed work of Indian Embassy

	<u>Currency</u>	<u>Amount</u>
a) Own resources		
b) Bank Credits		
c) Others (Specify)		

6. Certificate of financial soundness from the Banker/s of applicant.

Enclosed at page .....

7. Solvency Certificate  
(as per the proforma enclosed at Form "D")

Enclosed at page .....

8. a) Name and address of the Bankers (from whom references can also be obtained).

b) Can such reference be obtained directly by the Employer?

No/Yes

Authorization letter  
enclosed at page .....

9. Business Association to which the Company belongs;

10. Number of years experience as a Contractor briefly as follows

Enclosed at pages .....to .....

a) In the Kingdom of Thailand

b) In country of origin \_\_\_\_\_

c) Internationally -

\_\_\_\_\_  
\_\_\_\_\_

Countries

\_\_\_\_\_  
\_\_\_\_\_

Experience  
No of years.

\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant (s)

**Form "B"**

(a) Similar Works completed in **the Kingdom of Thailand** during the last 5 years.

Title, and Brief Description work	Location of	Value in <b><u>THB</u></b>	Client	Consultant	Contract Period for Completion	Actual period for Completion	Litigation / Arbitration pending, with details	Client certificate at page

Signature of Applicant (s)

**Form "C"**

(a) Similar Works now proceeding in **the Kingdom of Thailand**

Title, Location and Brief Description of work	Value in THB	Client	Consultant	Due date for completion	Up to date progress in percentage	Slow progress if any, and reasons thereof	Client certificate at page No.

Signature of Applicant (s)

**Form 'D'**

**PROFORMA FOR SOLVENCY 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 **THB .....** (**THB.....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 High Commission of India.

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

**Form 'E'**

**PRE-CONTRACT INTEGRITY PACT  
BETWEEN  
EMBASSY OF INDIA, BANGKOK  
AND**

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**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_ (month and year) between, on one hand, the President of India, acting through Shri \_\_\_\_, (designation of the officer)\_\_\_\_ Embassy of India, Bangkok (hereinafter called the "Employer", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_ represented by Shri \_\_\_\_, ( designation of the officer) (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Employer proposes to get supply and installation of **Furniture and Curtains in the Embassy Residence and Residential Complex of Embassy of India, Bangkok at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110** and the BIDDER is willing to supply and install the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Employer is Embassy of India, Bangkok performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the Employer to get supply and installation of **Furniture and Curtains in the Embassy Residence and Residential Complex of Embassy of India, Bangkok at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110** at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain

from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

1.1. The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The Employer will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the Employer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Employer.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the Employer that the BIDDER is the original Constructor and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.



3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Government of India's Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

#### **4. Previous Transgression**

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Employer to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Integrity Pact Security Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the Employer, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India,

while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Employer in connection with any other contract for any other stores/projects, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance security/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Employer, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Employer.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

5.3. The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Fall Clause**

6.1. The BIDDER undertakes that it has not completed any project/presently running any similar project or subsystems at a price lower than that offered in the present bid, in respect of any other Employer in Thailand and if it is found at any stage that similar project/systems or sub system was completed by the BIDDER to any other Employer at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the

difference in the cost would be refunded by the BIDDER to the Employer, if the contract has already been concluded.

### **7. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **8. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Employer.

### **9. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

### **10. Validity**

10.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or completion of Defects Notification Period/Warranty Period of contract whichever is later and to the satisfaction of both the Employer and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_

**Employer**  
**Name of the Officer.**  
**Designation**  
**Embassy of India, Bangkok**

**Bidder**  
**Name of the Officer**  
**Designation**

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**DOCUMENT III**  
**FORM OF TENDER**

## **FORM OF TENDER**

**for**

**Supply and Installation of Furniture and Curtains in the Embassy Residence and Residential Complex of Embassy of India, Bangkok at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110**

Sirs

I/We

-----  
Carrying in business as

-----  
at

-----  
Hereby bid 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 sum of:

-----  
Excluding VAT.

(THB \_\_\_\_\_)

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

I/We further agree that our offer includes the ordering of all furniture and their delivery to the Supply and Installation of Furniture and Curtains in the Embassy Residence and Residential Complex of Embassy of India, Bangkok at Soi Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110. Our bid also includes the fitting of all furniture and curtains 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 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 bid, 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:

30% deposit payment of the total order value shall be released to the successful tenderer against bank / insurance guarantee upon awarding the project. 50% payment of the total order value shall be released against complete delivery of the goods at the site in good condition subject to the inspection by the Employer/Consultant/Architect. 20% shall be released after the successful installation and Testing of the furniture at the Site, to the complete satisfaction of the Employer which would be certified in writing by the Architect/Consultant as the acceptance of the works. Retention money at the rates as specified in Clause 22 of **Instructions to Bidders** shall be deducted from these payments and shall be retained till the expiry of defects notification period / warranty.

The Bidder's request(s) for payment shall be made to the Employer in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and upon fulfillment of other obligations stipulated in the contract.

Payments shall be made by the Employer in **sixty (60) days** after acceptance of item and submission of the certified invoice /claim through the Architect/Consultant by the Bidder/ Supplier.

In case I/We fails to complete the work within the stipulated time, the penalty of 0.1% of the Accepted Contract Amount per week of delay will be calculated on per day basis with the maximum of five percent (5%) of the Accepted Contract Amount.

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 enclose a Bank guarantee for the sum of 1 (One) Million Thai Baht, valid for 120 days as specified in the Invitation to Tender.

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 and curtains, 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 and curtains 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 \_\_\_\_\_

Bidders's signature in full

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Name and address of firm

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**DOCUMENT IV**  
**SPECIFICATIONS**  
**ANALYTICAL TENDER**  
**ARCHITECTURALS PLANS**

**Can be downloaded from** the website of Embassy of India, Bangkok, <https://embassyofindiabangkok.gov.in> and the website of Ministry of External Affairs, Government of India <https://mea.gov.in/>.



**Supply and Installation of Furniture and Curtains in the Embassy  
Residence and Residential Complex of Embassy of India, Bangkok at Soi  
Sukhumvit 25/27, Sukhumvit Road, Wattana, Bangkok, Thailand-10110**

**SPECIFICATIONS**

1. The description of all items in the Schedule of Furniture and curtains are indicative and serve only to show the type and style of furniture required.
2. All tenderers and their suppliers must comply with the relevant ISO and quality standards.

The successful tenderer must also do the following:

3. He must provide to the architect, M/s Architects 3D Company Limited (M/s A3D) , samples for all materials for approval, beforehand, within one month of the award of contract.
4. If asked, the successful tenderer will provide samples of all furniture for approval by the architect within one month from award of contract. These samples will be returned to the tenderer.

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