

**REQUEST FOR PROPOSAL (RFP) DOCUMENT
FOR AVAILING PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES
FOR
REPAIR & MAINTENANCE OF EMBASSY OF INDIA RESIDENCE**

The objective of this RFP is to select an appropriately qualified and adequately experienced reputed organisation or consortium of not more than two entities, to provide Project Management Consultant (PMC) services to the Embassy of India Bogota to supervise the Repair and Maintenance of Embassy of India Residence Building situated at Calle 111 No. 3A-70 Santa Ana Oriental, Bogota.

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Section-1

REQUEST FOR PROPOSAL (RFP) FOR AVAILING PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR REPAIR AND MAINTENANCE OF EMBASSY OF INDIA RESIDENCE

The Embassy of India in Bogota requests proposals in sealed envelopes for selection of Project Management Consultant (PMC) for Repair and Maintenance of Embassy of India Residence Building. The proposal duly completed in prescribed format as per RFP document must reach the office of Ms. Alka Sarkar, Second Secretary (HOC, Cons & Culture), Email: hoc.bogota@mea.gov.in, Office Address: Calle 116 #7-15, Torre Cusezar, Bogota on or before 14 September 2022 (1700 hrs).

The detailed RFP document along with its annexures may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Embassy of India, Bogota at <https://www.eoibogota.gov.in>. The bidders should submit the bid in two separate sealed envelopes containing Technical Bid and Financial Bid, with the same being clearly superscribed on the envelopes.

SECTION- 2

INTRODUCTION

2.1 Project Details:

(A) The proposed project is located at Calle 111, NO. 3a-70 Santa Ana Oriental, Bogota and is a Government of India owned residential property.

(B) The PMC agency will have to supervise the Repairs including electrical, plumbing and civil wherever applicable and painting of the exterior and interior of the building including scraping off of old paint from walls & ceilings before applying fresh coat of paint, plumbing works including maintenance of geysers etc., buffing & polishing of floor and wall tiles, treatment and polishing of metallic surfaces including door knobs and bathroom fixtures, polishing of wooden surfaces including furniture/cabinets/doors etc., exterior and interior painting of the boundary walls, exterior and interior painting of the security guard room, exterior and interior painting of the other ancillary structures outside the main building but within the boundary walls including garages and structures at the garden on the rear side of the building, construction of ceiling of room of security guard and repair of the roof and ceiling of the main building for seepage, shifting of the flag post etc. at the Embassy Residence,

(C) After completing the tendering process for hiring the company for painting and repair of the Embassy of India Residence, the Embassy will select a company for the above mentioned works and the PMC will be responsible for explaining the details of work to the company selected for the repairs and painting of the Embassy of India Residence. The PMC will have to oversee the work and ensure that the work is completed as per the tender document prepared in consultation with the Embassy and within the time frame decided by the Embassy.

(D) The PMC company or any of its associate company/subsidiary company, are not eligible to apply for the tender of painting/repairs at the Embassy of India Residence.

2.2 Embassy of India in Bogota, hereafter referred to as `Employer`, wishes to select a Project Management Consultant (PMC) for the above project.

2.3 (A) As a part of the process of selection of Project Management Consultant (PMC), hereafter referred to as `PMC`, proposals are hereby invited from reputed organisations or consortium of not more than two entities, having proven professional capabilities in project management of large projects, who are eligible as per the primary eligibility criteria mentioned hereafter. Such organization or consortium is hereinafter referred to as `Applicant`.

(B) In case of a consortium, both the entities have to individually fulfill the primary eligibility criteria.

2.4 Primary eligibility criteria:

a) Should be registered in Colombia to provide Project Management Consultancy services.

b) Should have an experience of 5 years in PMC services.

c) Should have rendered Project Management Consultancy services for at least one project of cost equivalent COP 300 million or two projects of cost equivalent to COP 150 million or three projects of cost equivalent of COP 100 million including civil, electrical, HVAC, mechanical, plumbing, interior works for Govt./Semi-Govt./reputed Corporate Clients. Copies of Letter of Award of Work indicating cost of project and copies of completion certificates have to be submitted in support.

d) Should not have any legal dispute with Embassy of India Bogota.

e) Should not have incurred loss in more than two financial years including the immediate preceding financial year, i.e., 2021-22.

Note: If bid is submitted in 2022, immediate preceding Financial Year will be considered as 2021.

2.5 This Request for Proposal, hereafter referred to as 'RFP', is addressed to only those applicants who may be eligible as per the primary eligibility criteria contained in this document. The purpose of this RFP document is to provide information to the eligible applicants for preparation of their proposals for the selection process.

2.6 Applicants are expected to make their own assessment and satisfy themselves fully with all aspects of the site conditions, project needs, local environment, functional and statutory requirements for construction of such buildings and accordingly make proposals.

2.7 Applicants are required to submit their proposals strictly according to the terms and conditions and in the form and manner specified.

2.8 Employer reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.

2.9 The proposal must remain valid for a period of 180 days from the date of opening of the financial bid.

2.12 Any description/elaboration of item of work specifically not included in the 'Scope of Work' but which is part of PMC as per good engineering practices shall not be a valid ground for claiming additional fee or remuneration.

Section- 3

SCOPE OF WORK

3.1 General Services

3.1.1 The scope of services of PMC shall include all project management tasks that need to be performed for supervision during Repair and Painting work at Embassy of India residence, keeping in view the flaws of the building that are existing or may arise in the future and resolution of such issues. It shall include but not be limited to the services as listed here under Section 3 including all its sub paras.

3.1.2 The PMC, acting as project manager for and on behalf of Embassy of India, Bogota, will monitor, coordinate, manage, evaluate and administer all project processes including activities of various participants in the project in accordance with approved project requirements, Specifications, Schedules, Budgets, Quality and Health, Safety & Environment (HSE) parameters. PMC shall ensure that all necessary documentation is collected, checked, communication filed and submitted to Embassy of India Bogota, for record.

3.1.3 PMC shall act as Engineer-in-Charge of all project works and supervise all works, check and certify all measurements and bills, and recommend their payment. PMC shall keep Embassy of India Bogota informed of the physical and financial progress of the Project at regular intervals or as directed by Embassy of India Bogota.

3.1.4 PMC shall be duty-bound to act on the directions of Embassy of India, Bogota in all project matters and shall perform, or cause to be performed all the identified initiatives and milestones strictly in accordance with such directions. Also, Embassy of India, will in no manner, whatsoever be, bound to act on the advice of PMC in any matter related to the project.

3.1.5 PMC with the approval of the Embassy of India Bogota shall depute for the entire period of contract, one or more qualified and experienced technical staff with relevant field experience on similar projects for periodic monitoring, supervision and evaluation, on routine basis during the entire period of contract. Embassy of India, Bogota, at its sole discretion, reserve the right to accept or reject any professional suggested for deputation, if in the opinion of Embassy of India, Bogota, such professional is not adequately qualified/ competent/ professionally disposed for the works.

3.1.6 PMC shall respond to the queries raised by Embassy of India Bogota within 5 days or lesser time as soon as possible considering the nature of query and its impact on the project.

3.1.7 PMC shall not assign or subcontract any portion of these services without the prior consent of Embassy of India, Bogota in writing. However PMC, after the award of the contract, may engage, at its own cost but with prior approval of Embassy of India, Bogota, any number of sub-consultants considered suitable for the part of services which may require specific expertise subject to the condition that the overall responsibility of performance under the contract shall always lie with PMC only.

3.1.8 The decision of the Embassy of India, Bogota will remain final in all matters relating to the scope and quality of work; and PMC shall be bound to execute such decisions to the satisfaction of Embassy of India, Bogota.

3.1.9 The ownership of all the documents, maps, drawing, reports, data and communications that shall be generated, processed and/or disseminated by PMC, including their formats of collection, analysis, processing, documentation, and report in fulfillment of the scope of services as PMC, shall rest with Embassy of India, Bogota and no claim whatsoever shall be admissible on Embassy of India, Bogota in respect of any proprietary rights or copyrights of the same on the part of PMC.

3.1.10 Embassy of India, Bogota, at its sole discretion and without assigning any reasons whatsoever, reserves the right to appoint any individual and/or organization as it may deem fit to render the whole or part of services covered in this RFP, for a particular phase of work and any subsequent phases thereafter, in the interest of timely and qualitative completion of construction works.

3.2 SUPPORT & COORDINATION SERVICES:

Facilitation of communications & information exchanges

3.2.1 PMC shall, without question or fail, provide knowledge transfer and handover, including transfer and/or cessation and/or conveyance of physical possession and/or custody, wherever applicable, of all material or de-materialized project constituents, to Embassy of India, Bogota and/or other agencies appointed by Embassy of India, Bogota, as and when desired by Embassy of India, Bogota. Full assistance in all project related legal matters and other mandatory compliance.

3.2.2 PMC shall brief Embassy of India, Bogota in a timely manner and keep it fully informed on the status of various stages of statutory, legal and other project related matters and compliances; and shall bring to notice of Embassy of India, Bogota, well in advance, all consequent necessary actions required keeping in mind the project milestones.

3.3 WORK MANAGEMENT

3.3.1 Regularly interact with the Agency hired for the Repairs and Painting work of the Embassy of India residence and Embassy of India, Bogota to resolve all issues related to project execution before and during the work till completion of works.

3.3.2 Arrange for clarification and/or resolution of conflicts, if any, with the other agencies.

3.3.3 In case of any disparities, PMC shall bring the same to the notice of Embassy of India, Bogota. PMC shall coordinate the inclusion of the necessary works in the project. PMC shall seek approval of Embassy of India, Bogota for any such changes before implementation at site.

3.3.4 Checking and certification of all bills and finalise within 7 days for forwarding it to Embassy of India, Bogota for payment within the agreed timelines as specified in the tender/contract documents. PMC should also recommend all statutory deductions as per prevalent law.

3.3.5 Checking and certification of the bills of the agency appointed for the project as and when desired by Embassy of India, Bogota.

3.5 QUALITY ASSURANCE/QUALITY CONTROL:

3.5.1 PMC shall perform all duties for quality assurance of work and carry out comprehensive technical supervision of the works to ensure conformity with specifications for materials and workmanship.

3.5.2 PMC shall note deficiencies in the contractor's work, cause corrections to be made, and check the remedial work and facilitate rectification of the deficiencies as per approved methods/codal provisions.

3.6 PROJECT COMPLETION:

3.6.1 PMC shall engage in verification of the project towards or after completion in coordination with the Embassy.

3.9.8 Ensure that the finished site is cleaned and prepared for occupancy and use.

3.10 RIGHT TO LIMIT THE SCOPE OR SERVICES:

3.10.1 Employer reserves the right to restrict the scope of the services of PMC to the full or part or parts of the project.

3.10.2 Employer reserves the right to terminate the services of PMC with a two weeks' notice in writing if the employer is not satisfied with the services of PMC.

3.10.3 In the event of termination of the services of PMC due to unsatisfactory services rendered by PMC, PMC will not be entitled to claim any compensation for the termination on account of the remaining work or the period of contract not completed.

3.10.4 Further, in case of termination of services of PMC due to unsatisfactory performance, the employer reserves the right to levy appropriate compensation on PMC for the losses incurred by the employer on account of the unsatisfactory services of PMC or due to the fact of disruption to the project due to the necessity of having to terminate the services of PMC and having to make other arrangements for completion of the works entrusted to PMC.

SECTION – 4

PREPARATION & SUBMISSION OF PROPOSAL

4 Preparation of Proposal: Proposal shall be submitted giving the details stated hereinafter.

4.1 Technical Proposal: This should contain the following information:

4.2.1 Company profile giving inter-alia, information on:

a) Total number of years of experience in Project Management and/or Consultancy work since its establishment.

b) Whether rendered services pertain to Construction Management & Supervision, Civil, Electrical, HVAC, Plumbing, Interior Furnishing and Mechanical works including buildings for Government/Semi-Government/Reputed Corporate Clients for prestigious projects giving details.

c) Whether the Consultant firm has engineers on their rolls who have direct work experience in similar projects or they outsource the commissioning of these facilities to agencies. Please furnish details.

d) Whether the firm has full-fledged establishment/office in Bogota or in Colombia.

e) Furnish details of technically qualified manpower with their qualifications in Engineering, Finance & Management divisions of the Company.

f) Were arbitration proceedings involved in any project/s for which the firm has provided PMC services? Give details of the cases and outcomes of the proceedings.

g) Please also furnish:

(i) Annual revenue generated out of fee received from PMC services during the last five financial years;

(ii) Annual turn-over of the company from its activities during the last five financial years;

(iii) Balance Sheet of the company for the last five financial years, duly certified by any public agency – Public Accountants, Members of Institute of Chartered Secretaries and Administrators and Company Secretaries – may be considered, as per the prevailing regulations in Embassy of India, Bogota.

(iv) Such other financial information as considered relevant to judge the financial health of the Company.

4.2.2 Details of manpower proposed to be deployed for this project regarding their designation/level, job profile/responsibilities handled, qualifications, experience/expertise.

4.3.1 Proposals should be submitted to Ms. Alka Sarkar, Second Secretary (HOC, Consular &

Culture), Email: hoc.bogota@mea.gov.in, Embassy of India, Bogota, Calle 116 #7-15, Torre Cusezar, Bogota on or before 14 September 2022 (17:00 hrs) in the manner and form detailed in the RFP document.

Proposal submitted by facsimile transmission or telex or e-mail will not be accepted. Technical Bid of RFP shall be opened at 1100 hrs on 15 September 2022. The bidders should submit the bid in two separate sealed envelopes containing Technical Bid and Financial Bid, with the same being clearly superscribed on the envelopes.

4.3.2 Any proposal received by Embassy of India, Bogota after the due date and time shall not be considered.

Consultancy Agreement: The applicant shall enter into and execute an Agreement with the employer. The Agreement shall include the Expression of Interest (EOI) and RFP document, scope of work, Contact Fee, Payment Schedule, Project Time Schedule and other clauses like Indemnity Clause, Provisions for Modification of Agreement, Termination of Agreement, Confidentiality, Obligations and Liability of the Parties, Settlement of Disputes, Liquidated Damages, Representations, Warranties and Disclaimer, Force Majeure. Severability, Survival clauses etc. The Agreement will be executed within 30 days from the Date of Acceptance.

Right of Rejection: The employer reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition, the employer reserves the right to accept or reject any proposal submitted by an applicant and to cancel the RFP process and reject any proposal submission at any time, without thereby incurring any liability to the affected applicant or any obligation to inform the affected applicant, the grounds for such action by the employer.

TERMINATION

If the Consultant is, without good reasons, not discharging his obligation, the Employer may inform the Consultant by notice, indicating grounds for the notice. If a satisfactory response is not received within 7 days, the Employer may by a further notice in writing, terminate the Agreement provided that further notice in writing is given within 10 days of the Employer's former notice. In the event of termination of the Agreement by the Employer, the Consultant shall have no claim to compensation for any loss sustained while entering into any engagement or for making any advance payment to any third party with a view to perform this consultancy work.

The Consultant shall not be entitled to be paid any sum for any work thereof or work actually performed under this Agreement unless or until the Employer is satisfied with the performance of such work and the value payable in respect thereof and the Consultant shall only be entitled to be paid the value so certified by the Employer.

INDEMNITY

Consultant shall be liable for and shall defend, indemnify and hold Employer, its officers, agents and employees free and harmless for all losses, injuries, claims, demands, liens and judgments of any description arising out of performance or non-performance of this Agreement to the extent that such losses, injuries, claims, demands, liens and judgments are the result of an actual or alleged error, omission or negligent act of the Consultant or any person employed or agent engaged by the

Consultant, unless such injury / damages are caused by the Employer's personnel.

ADDITIONAL SERVICES

Consultant shall make available on the Employer's request such services as may be mutually agreed between the Employer and Consultant in addition to those described in this AGREEMENT. The payment terms for such additional services shall be in done only after written consent from the Employer.

MODIFICATIONS TO AGREEMENT

Should circumstances arise which call for modifications of the AGREEMENT, these may be made by mutual consent given in writing. Proposal in this respect from one Party shall be given due consideration by the other Party.

VALIDITY OF AGREEMENT

The validity of the agreement, without prejudice to the provision of Force Majeure and Termination and remains in force till end of the Project. **However, no extra fee shall be payable for any delays.**

APPROVALS

Any approvals to be obtained by either party from the other under this AGREEMENT shall not be unreasonably denied or withheld.

CO-OPERATION BETWEEN PARTIES

The Employer shall nominate an officer to represent it for the purpose of this AGREEMENT and the name, designation and address of the officer so nominated shall be intimated to Consultant. Similarly, Consultant shall nominate and intimate in writing particulars of an officer to represent it.

The officer nominated by the Employer and by Consultant shall be fully authorized to give and receive instructions and decisions which shall be deemed to have been given by the Employer and Consultant respectively who shall be bound by such decisions and instructions given/received by their nominated officers. It is, however, understood and agreed to by and between the parties hereto that the parties shall work in close co-operation with each other at all times in order to ensure timely completion of the project.

CONFIDENTIALITY

This Agreement, all communications and information obtained by Consultant from the Employer relating to this Agreement, and all information derived by the Consultant under this Agreement are confidential. Except as provided by law or with prior written consent of the authorized representative of the Employer, the Consultant shall neither divulge to nor discuss with any third party either the work and service provided hereunder, or any communication or

information in connection with such services or work.

Consultant shall not publish or cause to disseminate through any press / media release, public statement or marketing or selling effort any information which relates to this Agreement without the prior written approval of the Employer.

REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

The Consultant represents and warrants to the client that:

- (A) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
- (B) This Agreement constitutes its legal valid and binding obligation enforceable against it in accordance with the terms hereof.
- (C) It is subject to Laws of Colombia with respect to this Agreement and it is hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.
- (D) There are no actions, suits, proceedings or investigations pending or to the Consultants knowledge, threatened against it at law or in enquiry before any court or other judicial, quasi-judicial or other authority the outcome of which may result in the breach of or constitutes a default of the Consultant under this Contract or materially affect the discharge by the Consultant or its obligations under the Agreement.
- (E) No representation or warranty by the Consultant contained herein or any other document furnished by the Employer contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make representation or warranty misleading.

WAIVERS

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the Employer to declare a default or failure to perform or to take any other action on account of the violation of such condition if such violation be continued or repeated.

SEVERABILITY

If for any reason any provision of the Agreement is, or becomes invalid, illegal or unenforceable or is declared by any Court of competent jurisdiction or any other instrumentation to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearby as possible. Failure to agree upon such provisions shall not be subject to dispute resolution under the Contract or otherwise.

SURVIVAL

The termination of this Agreement shall not

(A) Relieve the Consultant or the Employer of any obligations hereunder which expressly or by implication survive Termination hereof.

(B) Except as otherwise provided in any provision of the Agreement expressly limiting the liability of either party, relieve either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts of omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

NOTICES

All notices to be given by either Party to the other in connection with rights and obligations of both Parties under or pertaining to this AGREEMENT shall be sent by post, postage prepaid or by courier and if given by facsimile, e-mail, telephone or verbally, they shall be confirmed by registered letter or courier and addressed as follows :

Embassy of India, Calle 116 #7-15, Torre Cusezar, Bogota, Colombia

And

(Full address of the Consultant to be indicated)

Either party may change individuals designated to receive Notices or addresses and in such an event, notices shall be given to the other Party by means of a written Notices of any such change.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written

For (Name of the Missions/Post)

For (Name of the Consultant firm)

(Signature)
Name:
Designation:

(Signature)
Name:
Designation:

Witness:

Witness:

1.
(Signature)
Name:

1.
(Signature)
Name:

Designation:

2.

(Signature)

Name:

Designation:

Designation:

2.

(Signature)

Name:

Designation:

Financial Proposal

(A) Professional Fee

The professional fee for PMC Services shall be _____ (to be indicated in words also) only of the lower of (a) tendered cost of the project and variations/additional works approved by the Employer and executed, if any (excluding taxes) OR (b) Completion Cost including variations/additional works approved by the Employer and executed, if any (excluding taxes)”

(B) Taxes

The above fee for consultancy services is exclusive of the _____% tax [as applicable in Colombia].