

**GOVERNMENT OF INDIA  
MINISTRY OF EXTERNAL AFFAIRS  
EMBASSY OF INDIA  
VIENTIANE, LAO PDR**



**REQUEST FOR COMPETITIVE BIDDING PROPOSAL**

Tender reference number: -

Name of work: - **Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.**

**Title: Contract**

**Tender Category: Services**

**Service Category: Structural Investigation, Hydrological & Geotechnical Studies of Vat Phou Complex.**

**Item Description: Conducting detailed studies and analysis for conservation of structures of Vat Phou Monument Complex comprising of scientific structural stability investigations, Hydrological, Geotechnical studies, and descriptive proposal for quantitative monitoring of standing structures.**



### CONTENTS

<b>SLNO</b>	<b>DETAILS</b>	<b>PAGE NUMBER</b>
	<b>A. TECHNICAL BID</b>	
1.	Request for Competitive Bidding proposal	1
2.	Critical date & Time and work frame	2-4
3.	Tender Documents, Notice	5-7
4.	Technical eligibility & Documents requirement for Tendering, Agencies profile details	8-11
5.	Scope of work & General conditions	12-18
6.	Application for Tender	19-23
7.	Declaration & Tender Acceptance Letter	24-25
8.	Terms & conditions of contract	26-30
9.	List of enclosures to be attached by the bidder	31-32
10.	Drawings	Annexure-2
11.	Photographs	Annexure-3
	<b>B. FINANCIAL BID</b>	
1	Bill of Quantities (BOQ)/ Schedule of quantity of work	

**NOTICE INVITING COMPETITIVE BID**

The Embassy of India, Vientiane, Lao PDR, on behalf of the President of India, invites tender for item rate work of Hydrological studies, structural health assessment scientific studies and preparing detailed critical data analysis for the work of **Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.** from reputed prospective Indian Agencies/Bidders who have experience in South East Asian Countries including India or carried out few overseas projects (testing/consultancies/instrumentation) in case of International firms selected through Competitive Bidding (CB) can submit their tenders. Bidders are required to have good financial outstanding and performance record, requisite experience and capacity in the fields described in this Tender.

EMD/Retention LS amount: 2000.00 USD or Indian Rupees ₹ 1, 50,000.00 issued by any Nationalised Bank located in India acceptable to Embassy.

Period of total work completion: Eight months from the date of issue of work order

Last date of receipt of open tender on or before.....20 June 2020..... at Embassy of India, Vientiane.

For more information visit:

(a). Embassy of India, Vientiane: [www.indianembassy Laos.gov.in](http://www.indianembassy Laos.gov.in) ;

(b). Director Management Office, Vat Phou World Heritage site Management Office  
Champasak: [www.vatphou-champasak.com](http://www.vatphou-champasak.com);

(c). MICT, Heritage Department, Vientiane: [www.tourism Laos.org](http://www.tourism Laos.org)

In case of any corrigendum/addendum issued on the above advertisement, it will be published only on [www.indianembassy Laos.gov.in](http://www.indianembassy Laos.gov.in)

**Head of Chancery  
Embassy of India  
For and on behalf of the President of India**

**Table – A: Time and Work Frame**

**Embassy of India, Vientiane.**

**Name of work: - Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.**

**CRITICAL DATE SHEET**

1.	Date of issue of Tender	29 May 2020
2.	Bid Document Download/ Sale Start Date	30 May 2020
3.	Bid submission start date.	30 May 2020
4.	Filled-in manual bid submission End Date	20 June 2020 , up to 17:00 hours
5.	Date of opening of Technical bid	22 June 2020 at 16:00 Hrs.
6.	Date of meeting with Bidders post Technical Bid opening for presentation and document verification	22 June 2020
7.	Date of opening of Financial bid	Will be intimated by email
8.	Validity of Bid/Date of Tender acceptance	90 days from the date of opening
9.	EMD/Retention LS amount:	2000.00USD or Indian Rupees  ₹ 1,50,000.00 in the form Demand Draft, in favour of Embassy of India, Vientiane, Payable at Vientiane, Lao PDR issued by any nationalised bank located in India acceptable to Embassy.
10.	Contract agreement to be executed	Within 30 days from the date of tender acceptance letter is issued
11.	Site handed over	Within 60 days from the date of tender acceptance letter is issued
12.	Date of submission of Performance Guarantee	NO Performance Guarantee; but Lump sum Retention amount will be retained till work

	Certificate/SD/Retention Amount	completion
13.	Work completion period	Within eight months from the date of work order

Government of India  
Ministry of External Affairs  
Embassy of India  
Vientiane, Lao PDR.

**NOTICE INVITING BID**

The Embassy of India, Vientiane, Lao PDR, on behalf of the President of India, invites Competitive Bidding for the item rate service charges for the work of **Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.** from reputed prospective Indian Agencies/Bidders who have experience in South East Asian Countries including India or carried out few overseas projects (testing/consultancies/instrumentation) in case of International firms selected through Competitive Bidding (CB) can submit their tenders. Bidders are required to have good financial outstanding and performance record, requisite experience and capacity in the fields described in this Tender.

EMD/Retention LS amount: 2000.00USD or ₹ 1, 50,000.00 issued by any Nationalised Bank located in India acceptable to Embassy. Period of total work completion: Eight months from the date of issue of work order (i.e. six months field investigation; thirty days draft report, draft presentation before the ICM Committee and thirty days for final report submission on firm confirmation of draft report). Last date of receipt open tender on or before 20 June 2020 at Embassy of India, Vientiane.

For more information visit: (a) embassy of India, Vientiane [www.indianembassy Laos.gov.in](http://www.indianembassy Laos.gov.in) ; (b) [www.vatphou-champassak.com](http://www.vatphou-champassak.com); (c) [www.tourism Laos.org](http://www.tourism Laos.org)

In case of any corrigendum/addendum issued on the above advertisement, it will be published only on [www.indianembassy Laos.gov.in](http://www.indianembassy Laos.gov.in)

Conditions and details of the work can be had from the (i) Office of Embassy of India, Vientiane during the office hours of all days till 19 June 2020. The tender document is also available on web site of: (a) [www.indianembassy Laos.gov.in](http://www.indianembassy Laos.gov.in) ; (b) [www.vatphou-champassak.com](http://www.vatphou-champassak.com); (c) [www.tourism Laos.org](http://www.tourism Laos.org) which may be downloaded and submit original duly filled in and signed tender document with all attachment in two packet (Technical Bid & Financial Bid separately) to the Embassy of India within the due date.

If the date of opening of the tender happens to be a holiday, the tenders will be opened on the next working day. The right to accept or reject any or all tenders including lowest one without assigning any reason thereof is reserved. Canvassing in any form would be considered as demerit and the tender is liable to be cancelled. This Embassy of India has the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without

assigning or giving any notice any reason. The decision of the Embassy of India, Vientiane in this regard shall be final and binding on all parties in all circumstances.

**Head of Chancery  
Embassy of India  
For and on behalf of the President of India**

Copy to:

1. Office Notice Board
2. DG, MOICT, Vientiane, Lao PDR,
3. Director, Management Office, Vat Phou, Champasak, Lao PDR
4. ASI Technical Team, Vat Phou.

### **SCHEDULE OF TENDER DOCUMENT**

***Name of Work: - Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.***

***Name of the Monument: Vat Phou Temple Complex, Champasak, Lao PDR***

SI. No.	Category of Services/work/ Supply of materials/work execution/job work/labour contract/installation/capacity building	Required Quantity	Place where the materials to supply/work execution/Labour supply	Period of Contract
1	Preparing critical data analysis for protection of structures of Vat Phou Temple complex on the basis of scientific field studies to prioritize the work plan based on risks mapping exercise arising and challenging threat at site including conducting field investigations, Hydrological, Geotechnical & geo technical studies and sub-surface environmental investigations for better conservation, restoration, preservation, protection of Vat Phou Temple complex, as per the site plan and other documents attached etc. as per the direction of the Engineer in Charge ..(Area 70,000.00sq meter approximately)			
1-a	Conducting Detailed Hydrological, Geotechnical studies and environmental investigation of the whole hill side consists of monumental complex;	One Item	Vat Phou Temple complex, Champasak, Lao PDR	Eight months from the date of issue of work order
1-b	Conducting detailed Geotechnical studies with field investigation and lab test of the whole hill side consists of monumental complex;	One Item		
1-c	Conducting detailed slope stability studies of the whole hill side consists of monumental complex;	One Item		
1-d	Carrying out design of effective water drainage system (i.e. surface and sub-surface) including investigation in efficacy of water diversion system of the whole hill side consists of monumental complex;	One Item		
1-e	Suggestions and designing for improvement of effective water drainage system and stabilization of the structures and terrain of all terraces of the whole hill side consists of monumental complex	One Item		



*Structural Stability Investigations, Geotechnical & Hydrological Studies for Conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.*

	including investigation in efficacy of water diversion system in uphill of sanctuary			
2-a	Conducting Structural stability investigations & health assessment all structures (a) Northern Quadrangle 60.00x42.00; (b) Southern Quadrangle 60.00x42.00; (c) Axial processional pathway up to main temple terraces-320.00x7.00; (d) All Retaining walls up to top terrace- 6 terracesx2 sidesx50.00; as per the directions of the Engineer in Charge Northern Quadrangle 60.00x42.00;	One item		
2-b	Carrying out foundations and Geotechnical investigations of all structures (excluding the main temple component in top terrace),	One Item		
2-c	Conducting all material test and its physical, chemical and engineering properties of all structures (excluding the main temple component in top terrace),	One Item		
2-d	Specify descriptive quantitative monitoring measures of the structural movements all structure (excluding the main temple component in top terrace),	One Item		
3	Scientific and botanical Studies for Protection and conservation of Frangipani Trees ( champa Tree) in the axial pathway up to main temple	One item		
4-a	Detailed scientific investigation and study report submission (Five set Hard copies & all Soft copies) of all the studies conducted along with drawing and design etc.	One item		
4-b	Evaluation and Presentation on recommendation/suggestions for approval measures of UNESCO/ICM/EAG final submission	One Item		

### **TECHNICAL ELIGIBILITY REQUIREMENT FOR THE TENDERING COMPANY /FIRM/ AGENCY/ CONTRACTOR**

The tendering agency/contractor/company should fulfil the following ELIGIBILITY requirement and to attach self-attested copies of documents with technical bid.

SL	Requirement	Copy of relevant document	Enclosed Yes/No	Page numbers of the bid document
1.	Proof of the Companies/firms/Agencies/ registration with appropriate registration authority	Copy of registration certificate		---pages As annexure-1
2.	Work experience:- should have completed as per criteria given / clients certificate of having successfully completed <b>equivalent nature/ identical works, scope and volume of work during last Twelve years</b> regarding performance of companies issued by the authority showing the work value & duration of contract with:	Copy of relevant documents-work order/report/ work completion certificate issued by the authority stating amount of value of work executed and duration of contract		Please attach clients work completion certificate with work order regarding performance of contractor
3.	Application for Tender	Please see the NIT documents , fill it, sign it and upload		



4.	Proof of IGST/GST Registration	Copy of the Registration certificate		----- pages as annexure-
5.	Copy of Pan card	Copy of pan number card		
6.	Copy of Statutory Auditor. Average annual turnover including (Field Testing, Survey, Investigations, consultancy and instrumentation works over the last 3 financial years of at least US\$ 250,000.0 (Two hundred fifty thousand US Dollar OR Rupees 180 Lakhs one hundred eighty lakhs).	Certificate from statutory Auditor with documentary proof		
7.	EMD/Retention LS amount: in the form Demand Draft, in favour of Embassy of India, Vientiane, Payable at Vientiane, Lao PDR,	2000.00 USD or ₹ 1,50,000.00 Issued by any Nationalised Bank located in India acceptable to Embassy.		

### Address for Communication

#### Contact Details:

Contact Person	Address for Communication
Head of Chancery	Embassy of India, 125 Unit 7, Ban Saphanthong Kang (opp. Wat Saphanthong Neua), PO Box No.225, Vientiane, Lao PDR

	<p><b>Phone:</b> 00-856-21- 352 301 <b><u><a href="http://www.indianembassy Laos.gov.in">www.indianembassy Laos.gov.in</a></u></b> <b><u><a href="mailto:emb.vientianne@mea.gov.in">E-Mail Address: emb.vientianne@mea.gov.in;</a></u></b>  <b><u><a href="mailto:hoc.vientianne@mea.gov.in">hoc.vientianne@mea.gov.in</a></u></b></p>
--	--

**DOCUMENTS TO BE ATTACHED WITH TENDER**

***Name of Work:*** - Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.

***Place of Work:*** - Vat Phou Temple Complex, Champasak, Lao PDR

SI No	Details of Documents	Enclosed/not, Page numbers
1.	Copy of the Company/Contractor's Registration certificate and classification of Licence with financial limit	
2.	Registered in Lao PDR if any; in case of International National firms details of copies of the certificate	
3.	Copy of the IGST/GST Registration certificate	
4.	Copy of PAN Card	
5.	Copy of the ISO certificate if any;	
6.	Application for Tender (all executed works to be recorded) as per attached format in ICB	
7.	Work experience:- Copy of the conservation work order and completion certificate/ clients certificate of having successfully completed <b>similar nature of works during last Twelve years</b> regarding performance of contractor issued by the authority showing the work value of & duration of contract with and details of work to be undertaken;	
8.	EMD/Retention LS amount: 2000.00USD or ₹ 1,50,000.00 in the form Demand Draft, in favour of Embassy of India, Vientiane, Payable at Vientiane, Lao PDR	
9.	Copy of Statutory Auditor for 2016-17;2017-18;&2018-19 Financial year. Average annual turnover of Field Testing, Survey, Investigations, consultancy and instrumentation works over the last 3 years of at least US\$ 250,000.0 (Two hundred fifty thousand US Dollar OR Rupees 180 Lakhs ) as per the attached format	
10.	The documents to be submitted with the Technical bid should include the following: <ol style="list-style-type: none"> <li>1. Updated Company profile of Bidder;</li> <li>2. Certified copy of Registration Certificate;</li> <li>3. Certified copy of Commercial Certificate;</li> <li>4. Turnover statements along with Balance Sheets;</li> <li>5. Certified copy of GST registration;</li> <li>6. Credit facilities/Liquid assets details;</li> <li>7. Certificates of satisfactory completion of works from clients with photographic evidence of all major completed and ongoing works;</li> <li>8. List of works completed and ongoing along with Clients' addresses and telephone numbers;</li> </ol>	

*Structural Stability Investigations, Geotechnical & Hydrological Studies for Conservation of  
Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.*

---

	<ol style="list-style-type: none"> <li>11. Detailed description of the proposed work, method and schedule, including drawings and charts as necessary;</li> <li>12. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business;</li> <li>13. Written power of attorney of the signatory of the Bid to commit the Bidder;</li> <li>14. Experience in works of a near similar nature and size for each of the last twelve years, and details of work to be undertaken;</li> <li>15. Qualifications and experience of key site management and technical personnel proposed for the Contract for execution of the work, supervision and quality control;</li> <li>16. Proposals for subcontracting components of the Works.</li> <li>17. Detail of Equipment, Quality assurance procedure and Technical Specifications, break up details of studies.</li> <li>18. Declaration;</li> <li>19. Letter of Acceptance</li> </ol>	
10	<p>The documents to be submitted with the Financial bid should include the following:</p> <ol style="list-style-type: none"> <li>1. Duly filled in BOQ/ schedule of scientific studies and investigations work, down loaded from the web site</li> </ol>	

## GENERAL INFORMATION FOR TENDERERS

### 1. DESCRIPTION OF WORK

1. The Embassy of India, Vientiane, Lao PDR invites ICB Bids on behalf of the President of India, in the prescribed form under the Two Bid system; i.e. **Technical and Financial Bid of scientific studies** for the work of **Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.** The Archaeological Survey of India (ASI), under the Ministry of Culture, Government of India is a premier organization for the archaeological researches, conservation, preservation and protection of the cultural heritage in National and International level. Maintenance of ancient monuments and archaeological sites and remains of international/ national importance is the prime concern of the ASI. As per MOU signed in between Government of the Republic of India and Government of the Lao PDR, **Archaeological Survey of India**, Government of India has been entrusted with Indian/India based International agencies for **Restoration/Conservation of Vat Phou (Ancient Temple Complex) in Champasak, Laos.**
2. Selection of Bidder will be conducted as per Competitive Bidding.
3. The scope of work shall include:
4. Preparing critical data analysis for protection of structures of Vat Phou Temple complex on the basis of scientific field studies to prioritize the work plan based on risks mapping exercise arising and challenging threat at site including conducting field investigations, hydrological & geo technical studies and sub-surface environmental investigations for better conservation, restoration, preservation, protection of Vat Phou Temple complex, as per the site plan and other documents attached etc. as per the direction of the Engineer in Charge ..(Area 70,000.00sq meter approximately)
  - a) Conducting Detailed Hydrological -Geotechnical studies and environmental investigation of the whole hill side consists of monumental complex;
  - b) Conducting detailed Geotechnical studies with field investigation and lab test of the whole hill side consists of monumental complex;
  - c) Conducting detailed slope stability studies of the whole hill side consists of monumental complex;
  - d) Carrying out design of effective water drainage system (i.e. surface and sub-surface) including investigation in efficacy of water diversion system of the whole hill side consists of monumental complex;
  - e) Suggestions and designing for improvement of effective water drainage system and stabilization of the structures and terrain of all terraces of the whole hill side consists of monumental complex including investigation in efficacy of water diversion system in uphill of sanctuary;
  - f) Conducting Structural stability investigations & health assessment all structures (a) Northern Quadrangle 60.00x42.00; (b) Southern Quadrangle 60.00x42.00; (c) Axial processional pathway up to main temple terraces-320.00x7.00; (d) All Retaining walls up to top terrace- 6

terraces 2 sides 50.00; as per the directions of the Engineer in Charge Northern Quadrangle 60.00x42.00;

- g) Carrying out foundations and Geotechnical investigations of all structures (excluding the main temple component in top terrace);
- h) Conducting all material test and its physical, chemical and engineering properties of all structures (excluding the main temple component in top terrace);
- i) Specify descriptive quantitative monitoring measures of the structural movements all structure (excluding the main temple component in top terrace);
- j) Scientific and botanical Studies for Protection and conservation of Frangipani Trees ( champa Tree) in the axial pathway up to main temple;
- k) Submission of Detailed scientific investigation and study report submission (Five set Hard copies & all Soft copies) of all the studies conducted along with drawing and design etc.;
- l) Evaluation and Presentation on recommendation/suggestions for approval measures of UNESCO/ICM/EAG.

## **2. DOCUMENT TO DOWNLOAD**

1. The system of open tendering shall be adopted comprising of Technical and financial bid  
**Document Download: Tender documents may be downloaded from** (a) [www.indianembassy Laos.gov.in](http://www.indianembassy Laos.gov.in); (b) [www.vatphou-champasak.com](http://www.vatphou-champasak.com); (c) [www.tourism Laos.org](http://www.tourism Laos.org) as per the schedule as given in CRITICAL DATE SHEET.
2. Technical bid should inter alia; contain all technical details of services and solutions as attached herewith to be provided along with such documentary proofs. Financial Bid should, inter alia indicate item-wise price and other commercial/financial terms against the items mentioned in the Bill of Quantities/Schedule of scientific studies and investigation work attached with Tender document.

## **3. BID SUBMISSION**

1. Prospective/Applicant/intending or interested Bidder/contractors are invited to submit their proposal after carefully reading the Request for Proposal (RFP) by providing (a) Technical Bid, and (b) Financial Bid separately, clearly mentioning (i) Technical proposal and (ii) Financial proposal respectively. Such proposals are to be submitted/reached in Embassy of India, Vientiane, Lao PDR within the stipulated date and time as mentioned in the Bid document as given in critical date sheet. Both technical and financial bid envelop sealed separately and properly which should be placed in a single big envelop/cover, sealed and addressed to (Embassy of India, 125 Unit 7, Ban Saphanthong Kang (opp. Wat Saphanthong Neua), PO Box No.225, Vientiane, Lao PDR, super scribed as “Tender for Scientific studies of Vat Phou Temple Complex, Lao PDR. Technical Bids only can also be submitted by due date in the PDF format on the e mails: (1) [admn.vientianne@mea.gov.in](mailto:admn.vientianne@mea.gov.in); (2) [hoc.vientianne@mea.gov.in](mailto:hoc.vientianne@mea.gov.in). However hard copy of the technical and financial bids have to be submitted as prescribed above.

## **4. GENERAL**



1. Tender period of the work shall be completed within eight months from the date of work order. The time allowed for carrying out the work as entered in the tender period of eight months shall be reckoned from the 30 days after the date of issue of acceptance letter.
2. The Tax at source (TDS), GST/IGST/ Labour Cess or any other taxes should be provided in advance along tender document in annexure and deducted as per the provisions of the Government of Lao PDR, as amended from time to time and a certificate to this shall be provided to agency by this department.
3. The site is a World Heritage Monument and its ambience must be maintained without any damage and sites are non-smoking area/non plastic area and the agency must be strictly complaint with such requirement. Waste management for packing material/plastic/all waste items dumping arrangements are provided or under control of Embassy of India.
4. The agency has to bear with abrupt repeal of funds by the Government and has to wait till fresh allotments are made. No interest payment for the delay in payment will be made by the ASI. The quantum of work can be modified as per availability of the funds and need of the work.
5. Authority reserves its right to regulate (scale down) the work as per the situation considering the nature and consequences in work progress and the payment will be as per actual executed work and the contractor will not have any claim beyond the actuals.
6. The tenderer will be bound by the details furnished by him/her to this department, in the tender or at subsequent stage. In case any document furnished by him/her is found false at any stage, it would be deemed to be a breach of terms and contract making him/her liable for legal action besides termination of contract.
7. In case of any dispute on bid documents, the decision of competent authority will be final and binding.
8. The tendering agency shall maintain all statutory records required under the applicable law of Lao PDR. The agency shall produce the same, on demand, to the concerned authority of this department or any other authority under law. A compliance certificate in this regard will be needed along with bills.
9. Approved Bidder has to bring all necessary scientific equipment/tools/machineries etc. to site at their own cost as required for conducting all essential structural investigations, studies, and hydrological studies such as conducting Detailed Hydrological studies of the whole hill side consists of monumental complex including investigation in efficacy of water diversion system provided in past in the uphill of sanctuary, geotechnical slope stability, condition assessment and field investigations and sub-surface environmental investigations, designing proper water channel for ensuring and stabilization of the structures and terrain of all terraces as per the site plan to ensure a proper surface/sub-surface drainage system, designing the water channel, connecting sub channel to main stream and Barai of the entire Vat Phou Temple complex, including detailed studies on geographical, GPR studies, specifications & drawings. The bidder shall submit complete data and details for the trenchless pipeline construction (if required) for the approval such as structural design calculations for the trenchless pipeline and temporary works, Drawing, Material Specifications, Detailed procedure for the works, Conducting Structural health assessment descriptive quantitative monitoring of the structural movement and testing for: (a) wing wall (retaining wall), axial causeway, both quadrangle etc.: Geotechnical Investigation and structural health assessment studies to be carried out through visual surveys, crack mapping and condition monitoring. If required some non-destructive and partial destructive tests may also be carried out. Conducting soil/rock samples should be collected and tested in NABL approved laboratories,

monitoring of lateral movement and deformation of earth, Foundation studies – Foundation investigation studies to be carried out to analysis the existing health of foundations. Basic Geotechnical tests shall be carried out to determine ground engineering parameters. Foundation may also be explored either by pit excavation or some non-invasive method. The foundation load bearing capacity and expected settlement can be determined to comment on existing foundation health. Geo technical & sub surface environmental investigations, slope stability treatment and mitigation method, field permeability, standard penetration test, monitoring of rock movement (seismic survey if necessary), bed rock profiling, fracture, weak zone identifications, ground penetrating radar survey & data at various depth, mapping, geotechnical and environmental and infrastructure assessment, Geo physical and environmental and infrastructure assessment, structural stabilities, numerical analysis, 3D imaging, resistivity survey, lab testing including chemical and engineering properties of rock and sand stone and laterite stone of the site, soil test, gradation analysis, bearing capacity, Tri axial compressive strength test, consolidation, permeability, density, PH value etc. complete. (b) post conservation work studies – (i) Northern Quadrangle all pediments;(ii) Southern Quadrangle pediments and wall:- to ensure and check the stability with following scientific test: Rotation/Tilt meter; All joint/ openings ;Ground water level near the temple can also be remotely monitored;vibrating wire instrument for measuring strain in pediment; measuring and monitoring deformation of stone and surrounding of soil; measuring and monitoring of settlement at ground, top surface; measuring Settlement of the foundation etc.

10. Agency will not transfer, assign, pledge or sub-contract the work awarded/to be awarded but the firm allowed who have MOU with India Experts to help them in project.
11. The right of acceptance of Tender will rest with The Embassy of India, Vientiane, Lao PDR. The Embassy of India reserve the right to accept the whole or part of the tender and tenderer shall be bound to perform the same at the rates quoted.
12. The successful tenderer will have to deposit EMD/Retention Lump sum amount in the form of Demand Draft or Bank Guarantee from nationalized bank or Schedule Commercial bank in India or from Schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with 2<sup>nd</sup> schedule in favour of “Embassy of India Vientiane” payable at Vientiane, Lao PDR covering the contract period plus one hundred twenty days. The FDR/PG will have to be accordingly renewed by the successful tenderer. It will be returned within thirty days after completion of work/ work completion certificate issued by the Engineer in Charge.
13. **Fraud and Corruption**
14. The Employer requires Bidders, suppliers, contractors, and consultants observe the highest standard of ethics, during the procurement and execution of contracts. In pursuance of this policy, the Employer:
  - a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - b) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - c) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Government, and includes collusive practices among bidders and consultants (prior to or after submission of bids and proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the Government of the benefits of free and open competition;

- d) “collusive practices” means a scheme or arrangement between two or more bidders, designed to establish bid prices at artificial, non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract;
- e) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in the procurement process or affect the execution of a contract.;
- 15.** b) will reject a bid and/or proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 16.** c) will respectively declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract funded by the Employer if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, any contract.
- 17.** d) All bidders are required to complete the Statement on Ethical of Conduct and Fraud and Corruption which can be found in Section VI, Forms of Bid, Qualification Information, Letter of Acceptance, and Agreement and submit it with their bid.
- 18.** Drawings and the quantities of works furnished with the Bidding Documents are indicative only and the works shall be executed in accordance with the approved construction drawings, specifications/ Bill of Quantities and as per direction of the Employer. Payment for the works shall be made as per quantities derived from measurement of works actually executed at site on monthly basis.
- 19. Site Visit:** The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The approved bidder has to present the detailed report before the UNESCO/EAG/ICM meeting in November/December 2020/whenever the meeting is convened and the final report should be prepared on the basis and recommendations of UNESCO/EAG/ICM in the meeting. The costs of all visiting the Site/presentation shall be at the Bidder’s own expense.
- 20. Cost of Bidding:** The Bidder shall bear all costs including equipment cost required and associated with the preparation, submission of his Bid and presentation before the tender committee and UNESCO/ICM/EAG, and the Employer will in no case be responsible or liable for those costs. All duties, taxes, royalties, VAT and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, and all logistic supports etc. shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 21.** Prices quoted by the Bidder shall be fixed during the Bidder’s Performance of the Contract and not subject to adjustment on any account. A bid submitted with an adjustable price quotation, when a fixed price quotation is required, shall be treated as non-responsive and shall be rejected.
- 22.** The unit rates and prices shall be quoted in United States Dollars. However, payment to the Contractor under the contract shall be made in United States Dollars to Contractors of Indian nationality.
- 23. Post qualification:** After completing the evaluation of responsive technical bids, the Competent Authority shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

24. An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
25. A Bidder, and all the parties constituting the Bidder, may have the **Nationality of Indian** unless otherwise indicated in. This criterion shall also apply to the determination of the nationality of the proposed subcontractors or suppliers for any part of the Contract including Related Services. Any limitation of eligibility stated in shall also apply to the origin of goods and related services to be used in the performance of the Contract. For the purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. The Contractor/firm/Agencies should have executed few overseas projects (testing/consultancies/instrumentation) in case of International firms selected through Competitive Bidding (CB) and have experience in South East Asian Countries including India or carried out equivalent nature/ identical works, scope and volume of work during last Twelve years for any world heritage project in South East Asia/India under the control of Archaeological Survey of India
26. Physical works to be completed from the date of commencement:
- 1<sup>st</sup> mile stone i.e. 30% work of prescribed studies in the schedule - within 2 months from the award of work;
  - 2<sup>nd</sup> mile stone i.e.80% work of prescribed studies in the schedule - within 6 months from the award of work; conducting other studies, preparing draft report presenting before competent authority to accord of preliminary approval and to present the report before UNESCO/EAG in November/December 2020 or so;
  - 3<sup>rd</sup> mile stone i.e. 100% work of prescribed studies in the schedule - seven month from the award of work- Presenting the detailed draft study report in consultation with ASI Technical Team before the Competent Authority / UNESCO / ICM/ EAG and submitting the final report after making necessary corrections on the basis of the recommendations/suggestion given/pointed out by the UNESCO/EAG/ICM in the meeting.
27. Payment for the works shall be made as per approval of report of each components derived from measurement of scientific investigation and studies actually carried out at site. Tentative schedule of payment as per the mile stone of work achievements will be as follows:

Slno	Mile stone of Work Achievement	Amount due for payment	Remarks
1	Work Achievement of first mile stone-30%	15% of the awarded value of work	The amount of payment indicated will be released after certification of work by the Engineer in Charge
2	Work Achievement of second mile stone-80%	40% of the awarded value of work	
3	Work Achievement of third mile stone-100%	20% of the awarded value of work	
4	On approval of report/studies by EAG /ICM /UNESCO /MOICT	Remaining 25% of the awarded value of work will be released	

28. Approved bidder should submit the complete work schedule/plan item wise, milestone and environmental management plan for approval by employer before initiation of work.

- 29.** As built drawings are to be handed over before final bill with 5 set hard copies and all soft copies to the Employer, giving complete technical details of work executed at site. Submission of detailed report (Hard & Soft) of all the studies conducted along with drawing and design, report etc. complete incorporating all suggestions as agreed by the Engineer in charge and approved by the ICM/EAG.
- 30.** Has appropriate certification in in-house quality control(firm adheres to the requirement of)
- 31.** International Organization for Standardization (ISO)) as relevant to the task and has an ethics code in place.
- 32.** Drawings, specifications and the quantities of works furnished with the Bidding Documents are indicative only and all the scientific studies shall be executed in accordance with the approved work plan, and direction of the Employer.
- 33.** Amount of EMD/Retention Lump sum amount will be adjusted/ released on achievement of first mile stone.
- 34.** The detailed report of each mile stones prescribed above should be submitted for evaluation and assessment
- 35.** The final payment will be released on submission of five copies of detailed reports of studies and investigations duly agreed by the EAG/ICM/UNESCO/MOICT and Competent Authority and as per point number 29.

*Structural Stability Investigations, Geotechnical & Hydrological Studies for Conservation of  
Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.*

---

**( Must be filled in Firms/Agencies letter head and submit)**

**APPLICATION FOR TENDER**

**Name of work: Structural stability investigations, Geotechnical & Hydrological studies for  
conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.**

Sl. No	Tender criteria/ Description of Documents (To attach for Technical Evaluation)	
1	<b>Name of Tendering Company/Firm/Agency</b>	
1a	<b>Name of the proprietor/Director</b>	
1b	Full Address Phone number Mobile number Email id Web site address	
1c	Full address of the local branch office (if any)	
2	Registration certificate of Establishment-	As Annexure.....
2a	Registration number	
2b	Name of the establishment	
2c	Nature of the Business (services/commercial/works)	
2d	Validity period : from..... to .....	
3	Copy of the GST Registration certificate Attached as Annexure...3 or not	As Annexure.....
3a	GST Registration Number	



*Structural Stability Investigations, Geotechnical & Hydrological Studies for Conservation of  
Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.*

4	Copy of PAN Card Attached as Annexure...	As Annexure.....
a	Pan card Number	
5	IT filed for last three financial year attached or not	
a	2016-17	As Annexure.....
b	2017-18	As Annexure.....
c	2018-19	As Annexure.....
6	Signed Copy of Statutory Auditor for 2016-17; 2017-18; & 2018-19 (Final/Provisional)	As Annexure.....
a	Address of Statutory Auditor/ Chartered Account	
b	Membership NO of ICAI	
c	Financial Turn over 2016-17	
d	Financial Turn over 2017-18	
e	Financial Turn over 2018-19	
f	Financial Turn over 2019-20	
7	Self- declaration certificate	As Annexure.....
8	Acceptance letter	As Annexure.....
9	<b>For MSMEs registered with NSIC Firms</b> <b>Name of the Enterprise/firm</b> (if it is registered in MSEs registered with NSIC)	As Annexure.....
9a	Under which National Industry Classification Code the Company is registered and its classification activity	
9b	MSME UAN Number	
9c	Enterprise social class	
9d	Address of the Enterprise	

*Structural Stability Investigations, Geotechnical & Hydrological Studies for Conservation of  
Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.*

	Phone number Mobile number Email id	
9e	Enterprise Type (micro/small/medium)	
9f	Registered under which activity (manufacturing/services)	
9g	Date of commencement	
9h	Date of Filing	
9i	Date of printing	
9j	NSIC Registration certificate attached as Annexure	As Annexure.....
9k	NSIC Registration number	
9l	Government Purchase Enlistment Registration number Attached as annexure	As Annexure.....
9m	Valid from ..... Up to.....	
9n	Monetary Limit	
9o	As a MSMEs registered company please specify Name of services/Activities	
9p	Definition of activities/services	
9q	Quantitative /capacity services	
9r	Registration certificate of Establishment- Attached as Annexure	As Annexure.....
9s	Registration number	
9t	Name of the establishment	
9u	Nature of the Business (services/commercial)	
9v	Validity from..... to .....	
10	Copy of the EPF Department Registration certificate attached as Annexure	As Annexure.....
10.a	EPF Department Registration certificate Number	
11	Copy of the ESI Department Registration attached as Annexure	As Annexure.....
11.a	ESI Department Registration Number	
12	Copy of the Labour Department Registration-attached as Annexure	As Annexure.....
12a	Labour Department Registration Number	
12b	Central/state	
12c	Registered with which CLC/State labour office and its period up to ( please furnish full details)	

*Structural Stability Investigations, Geotechnical & Hydrological Studies for Conservation of  
Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.*

13	EMD/Retention amount: 2000.00USD or ₹ 1,50,000.00 in the form Demand Draft, in favour of Embassy of India, Vientiane, Payable at Vientiane, Lao PDR, issued by any Nationalised Bank located in India acceptable to Embassy.	As Annexure.....
<p>14. Attach details of the major equivalent nature/ identical works, scope and volume of work and similar investigation studies/ Conservation/ Heritage contracts/ASI work executed/supply handled by the tendering Company/ Firms /Agency during the last Twelve years. Work experience of Firms/contractors will be taken into account for Technical evaluation. Given statement should be supported the work order with work experience certificate issued by the department where the firm/contractor was awarded with work. Mere Work order copy will not be considered as a work contract.</p>		

This is to certify that no adverse action on any of the above mentioned works has been taken by the concerned department against me/us. I/we understand that if any information is found incorrect our contract is liable to be cancelled. The information/documents furnished along with the above application are true and authentic to best of my knowledge and belief.

I /we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:  
Place:

Name:  
Seal

*Structural Stability Investigations, Geotechnical & Hydrological Studies for Conservation of  
Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.*

---

**(Auditor/ Chartered Accountant Letter head)**

**CERTIFICATE OF CHARTERED ACCOUNTANT/STATUTORY AUDITOR**

**Name of work: Structural stability investigations, Geotechnical & Hydrological studies for  
conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.**

Certified that following is the turnover on civil work/outsourcing work/conservation/scientific studies/ total turnover works of the individual / firm/ company (M/s.....) as per returns filed with Income Tax for the past three years.

Name and Registered address of individual/firm/company:

SL NO	Description	Financial year		
		2017-18	2018-19	2019-20
1	Annual Turnover			
2	Net Worth			
3	Current Assets			
4	Current Liabilities			
5	Total Revenues			
6	Profit Before Taxes			
7	Profit After Taxes			

Note: Copies of Balance sheet to be attached as Annexure....

(Signature)

Name

For the Chartered Accountant

Membership NO of ICAI

Date and Seal.

### **DECLARATION**

#### **(Company/Contractor's letter head)**

**Name of work: Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.**

1. I/We -----Son/ Daughter of Shri -----signatory(ies) of the Agency/firm mentioned above is competent to sign this declaration and execute this tender document.
2. I/We have carefully read and understood all the terms and condition of the tender and undertake to abide by them.
3. My agency has not been black listed/ debarred from participating in tender of any Ministry/Department of Government of India undertaking in the last three (3) Years as on date of opening of this tender.
4. The information/ document furnished along with the above application are true and authentic to the best of my knowledge and belief.
5. I/ We am/ are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
6. The agency/contractor will ensure that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities of Lao PDR.
7. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
8. I /We give the rights to the competent authority of the Embassy of India, Vientiane, Lao PDR to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.

Signature of authorized person(s)

Date:

Full Name:

Place:

Seal

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:

**Name of work: Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.**

TO,

Head of Chancery,

Embassy of India, 125 Unit 7, Ban Saphanthong Kang (opp. Wat Saphanthong Neua), PO Box No.225, Vientiane, Lao PDR

Sub: Acceptance of Terms & Conditions of Tenders.

Tender Reference No: \_\_\_\_\_

Name of Tender /Work: Structural stability investigations, Geotechnical Assessment & Hydro Geological studies of Vat Phou Temple complex, Champasak, Lao PDR

Dear Sir,

1. I / We have downloaded /obtained the tender document the tender document (s) for the above mentioned 'Tender / Work 'from the web site (s) namely.

\_\_\_\_\_

\_\_\_\_\_

as per your advertisement, given in the above mentioned web site(s).

2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents From Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure (s),schedule(s),etc.),which form part of the contract agreement and I /We shall abide hereby by the terms /conditions /clauses contained therein.

3. The corrigendum (s) issued from time to time by your department /organization to have also been taken into consideration, while submitting this acceptance letter.

4. I / We do hereby declare that our Firm has not been blacklisted /debarred by any Govt. Department / Public sector undertaking.

5. I / We certify that all information furnished by the our Firm is true & correct in the event that the information is found to be incorrect / untrue or found violated, then your department /organization shall without giving any notice or reason therefore can summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)



**GOVERNMENT OF INDIA  
MINISTRY OF EXTERNAL AFFAIRS  
EMBASSY OF INDIA, VIENTIANE, LAO PDR**

**Name of work: Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.**

Date of Tender opening:

Tender no:

**TENDER FOR HYDROLOGICAL, GEOTECHNICAL, ENVIRONMENTAL, STRUCTURAL & SLOPE STABILITY STUDIES**

I/We hereby tender for Structural stability investigations, Geotechnical Assessment & Hydro-Geological studies of Vat Phou Temple Complex from the President of India of the work specified in the Schedule of Quantities within the time specified in such memorandum at the rates entered in the schedule/BOQ mentioned in Rule 1 and in accordance in all respects with the specifications, design, drawings and instructions in writing referred to Rule 1 here of & in clause II of the conditions of the contract, and with such materials/works/studies as are provided/conducted for by and in all other respects in accordance with such conditions so far as applicable.

- (i) EMD/ Retention amount –USD2000.00 or ₹ 1, 50,000.00 issued by any nationalised bank located in India acceptable to Embassy.
- (ii). Percentage to be deducted from the bill: NIL
- (iii). Time Period for completion of work: within eight months from the date of work order
- (iv). Place of work: Vat phou Temple complex, Champasak, Lao PDR

**SCHEDULE OF QUANTITY AND WORK**

Sl no	Description of work	Total QTY	Rate per Unit inclusive of every demand	Unit	Total cost in USD
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
	<b>Please see attached schedule sheets As Financial Bid/BOQ</b>				

### **EVALUATION CRITERIA**

1. The bidder who fulfils Technical Eligibility Requirement mentioned under Technical Eligibility Requirement shall be declared technically qualified and financial bid in respect of only technically qualified bidder shall be opened.
2. The bidder who quotes lowest rate in financial bid will be declared L1.
3. In case of tie in lowest rate, the Company/ Firm/ Agency who has completed more value of work order value in last 3 accounting years for conservation/contract works in ASI or similar works shall be declared as L1. Copies of order and Completion certificate from employer shall be provided along with Technical Bid.
4. The work shall be awarded to the L1 bidder.
5. **Award Criteria:** Employer shall award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Document and has offered the lowest evaluated Bid, provided that the Bidder has likewise been determined to be qualified to perform the Contract satisfactorily.

### **CONTRACT AGREEMENT**

1. Contract Agreement will be executed with approved bidder by the Embassy of India Office at Vientiane separately.

## **TERMS AND CONDITION OF CONTRACT**

**Name of work: Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.**

### **1. GENERAL**

1. The contracting Company/ Firms/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract, but permitted with such companies who have MOU/contract with ASI Team/Embassy to help them in project.
2. The tenderer will be bound by the details furnished by him/ her to this Department, while submitting the tender or at subsequent stage. In case, any document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/ her liable for legal action besides termination of contract.
3. Embassy of India reserves right to terminate the contract during initial period also after giving ten days' notice to the contracting agency in case of breach of terms of contract.

### **2. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED**

1. Embassy of India shall not be responsible for any damages, losses, claims, financial or Injury/accident to any person deployed by service providing agency in the course of their Performing the functions / duties, or for payment towards any compensation.
2. The tendering agency shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under law. Compliance of all certificate in this regard should be submitted in advance.
3. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, Service tax, Provident Fund and Employees State Insurance etc. applicable as per Indian Law and under control of Bid. The work shall be carried out as per the directions of the site in charge
4. The contract shall commence the work within 15 days of the date of acceptance of the work order or within 15 days from the date of issue of date of order whichever is earlier.
5. The tender will be bound by the details furnished to the Embassy of India while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be falls at any stage, it would be deemed to be a breach of terms of contract, making it liable for legal action besides termination of contract and forfeiture of Performance Security.
6. The agency shall depute/nominate a coordinator/Leader who would be responsible for immediate interaction with the competent authority and ASI Team for smooth functioning of the work. However Local management Vat Phou Authorities will ensure the safety of workers and machineries at site.
7. The Firm/Agencies shall be solely responsible for the redresses of grievances/ resolution of disputes relating to person/s, workers deployed. The Embassy of India/ASI Team shall, in no way be responsible for settlement of such issues whatever.

### **3. LEGAL/DISPUTES & DIFFERENCES**

1. Decision of The Embassy of India, Vientiane, Lao PDR regarding performance of contract shall be final and binding of the Agency. However, any dispute arising out of this contract can be referred to an Arbitrator, and will be settled according to the Government of the India's Rules and Regulations and not according to Local Laws of the Lao PDR.
2. The provision of The Information Technology Act (IT Act) as amended from time to time will be applicable to the vendor and the assigned employees of ASI.

**4. TERMINATION**

1. This agreement may be terminated by either partly or fully by giving three month's notice in writing of the intention to terminate without specifying any reason(s) for termination. On termination of the contract, the agency shall take steps to withdraw all employees in a smooth and orderly manner.

**5. FORCE MAJEURE**

1. Force majeure clause will mean and be limited to the following in the execution of the contract/purchase order placed for conservation and restoration work of Vat Phou Temple :-  
“ If at any time, during the continuance of contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (here in after referred to 'events') provided notice of the happening of such events is given by either party shall be reason of such event be entitle to terminate this contract nor hall either party have any claim for damage against the order in respect of such non – performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Embassy of India as to whether the deliveries have been so resumed or not, shall be final or conclusive, provided further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days , either party may at its option terminate the contract.” Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure, if either party seeks on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties do affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure. In event of Force Majeure lasting for more than three months, either party may, following consultation with other give a notice of termination.

**6. ARBITRATION**

1. Embassy of India, Vientiane and the selected vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the right, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions such dispute shall be referred to the arbitrator as appointed by Embassy of India, Vientiane and the award of arbitration, as the case may be, shall be final and binding on both the parties. The arbitrator with the consent of parties may

modify the time frame for making and publishing the awards. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules thereunder and any statutory modification or re-enactment, thereof. The arbitration proceeding shall be held in New Delhi, India.

7. **APPLICABLE LAW**

1. The work order will be governed by the laws and procedures established by the Govt. Of India, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

**List of Enclosures to be attached by the bidders along with bids**

**(company/contractors letter head)**

**Name of work: Structural stability investigations, Geotechnical & Hydrological studies for conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.**

**Note: Bidders are requested to quote the same enclosure number in attachment as mentioned in column-4 below. If any bidder is not attached any enclosure as per the list given below, please mention “Not Attached” in column -4. This is required for uniformity in all bidders’ documents for comparative evaluation of bids.**

**Bidders are also requested to fill column 3 mentioning the number of pages of each attachment.**

Sl no	Contents	Pages	Enclosures
1	2	3	4
<b>A. TECHNICAL BID</b>			
1.	Duly signed Request for proposal documents		Enclosure-1
2.	Duly signed drawings		Enclosure-2
3.	Duly signed Photographs		Enclosure-3
4.	True Copy of Company registration certificate with all documents such as constitution or legal status, place of resolution, principle place of business, written power of Attorney of the signatory of bid etc.		Enclosure-4
5.	True copy of the Registration details in Lao PDR, if any		Enclosure-5
6.	True Copy of IGST/ GST registration		Enclosure-6
7.	True Copy of PAN registration		Enclosure-7
8.	True copy of ISO registration details		Enclosure-8
9.	Application for Tender as per Tender page number		Enclosure-9
10	Copy of work experience/ completion certificate issued by the department proofing department, value of contract, period, photographs for the last 12 years		Enclosure-10
11	Statutory Auditor/Chartered Accountant certificate with turnover, balance sheets, credit facilities/liquid asset details etc. as per Tender document page number-		Enclosure-11
12	Copy of IT filed in 2016-17		Enclosure-12
13	Copy of IT filed in 2017-18		Enclosure-13
14	Copy of IT filed in 2018-19		Enclosure-14
15	Copy of IT filed in 2019-20 Final/provisional audit		Enclosure-15
16	Updated company profile as per NIT page number-		Enclosure-16



*Structural Stability Investigations, Geotechnical & Hydrological Studies for Conservation of Vat Phou Temple complex, Champasak, Lao PDR, Phase- 2.*

	14, Qualification and experience of key site management technical person proposed, details of equipment, quality assurance etc.		
17	List of work completed and on-going project along with clients address and their telephone number		Enclosure-17
18	Detailed description of the proposed work, method, schedule, name and details of testing/studies, mile stone including in graphic form etc.		Enclosure-18
19	Original declaration as per Tender Document page number.....		Enclosure-19
20	Original Tender Acceptance letter as per Tender document page number.....		Enclosure-20
21	True Copy of firms registration in MSME, proofing UAN number, its validity if any		Enclosure-21
22	Copy of firms registration in NSIC proofing Government purchase Enlistment registration number, definition of services, financial limit, validity etc. if any		Enclosure-22
23	True Copy of EPF department registration		Enclosure-23
24	True Copy of ESI department registration		Enclosure-24
25	Copy of Labour department registration Central or State		Enclosure-25
26	EMD/Retention amount –USD2000.00 or ₹ 1, 50,000.00 issued by any nationalised bank located in India acceptable to Embassy.		Enclosure-26
27	Any other documents if desire to attach		Enclosure-27
<b>B. FINANCIAL BID</b>			
1	BOQ /Schedule of Quantities		Enclosure-1
2	Any other document if desire to attach such as Detailed supportive descriptive analysis of individual items to arrive amount of each item quoted in BOQ if any		Enclosure-2