



EMBASSY OF INDIA

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Yangon, Myanmar

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No. YAN/ADM/871/1/2017

Date: 12.03.2019

REQUEST FOR PROPOSAL

SUBJECT: Request for Proposal (RPF) for hiring of a Project Management Consultant for providing professional services for Rehabilitation, Renovation & Interiors of Embassy of India, 545-547 Merchant Street, Yangon, Myanmar.

1.0 General

1.1 The Embassy of India, Yangon invites Comprehensive proposals from the Project Management Consultancy Services for Renovation of Embassy of India, 545-547 Merchant Street, Yangon, Myanmar. Proposer must be an established firm, registered with professional bodies, who are authorized for taking up such consultancy works.

1.2 The property is on long lease, managed and maintained by Embassy of India, Yangon. This building was constructed in 1914 and has been declared heritage property by the Yangon Heritage Trust. The property is a 4-storey building on a plot of total area of 10,000 sq ft. (approx). The building is required to be renovated at an estimated cost of USD 10,86,191.00.

1.3 Primary eligibility criteria:

- (a) Should be registered in **Myanmar** to provide Project Management Consultancy services.
- (b) Should have an experience of 7 years in PMC services
- (c) Should have rendered Project Management Consultancy services for at least one project of cost equivalent of **US\$8,68,952.00** OR two project of cost equivalent of **US\$5,43,096.00** OR three projects of cost equivalent of **US\$4,34,476.00** including civil, electrical, HVAC, mechanical, plumbing, erection & commissioning of centralized AC plant, large sub-stations, captive power generation, interior works for Govt./Semi-Govt./reputed Corporate Clients
- (d) Should not have any legal dispute with **Embassy of India, Yangon.**
- (e) Should have average annual financial turnover of **US\$54,310.00** in providing PMC services in last five years and has not incurred loss in more than two years including last year in immediate five completed financial years.

1.4 Applicants are required to submit the Earnest Money Deposit (EMD) of **US\$700.00** by cash or Bank Guarantee with a validity of minimum (six) months, in favour of **Embassy of India, Yangon** along with the proposal. EMD in respect of all unsuccessful applicants shall be returned without any interest, after the successful signing of agreement for PMC. In case of the selected PMC, the EMD shall be adjusted as part of the performance guarantee to be submitted by them. Employer reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof. The proposal must remain valid for a period of 120 days from the date of opening of the financial bid. Any description/elaboration of item of work not included in the 'Scope of Work' shall not be a valid ground for claiming additional fee or remuneration.

1.5 Following Scope of Work has been identified for the Renovation of Chancery Building.

(a) Preparation of design, drawings, assessment, Conservation Management Plan (CMP) etc. for the Chancery Building.

(b) Detail structural assessment of the building. The structural assessment will be in three parts: A) Geometric Studies which include the inspection of the building for damages in the structural system. Structural testing includes the following list of the test: 1) Thermographic surveys, 2) Endoscopic surveys, 3) Ultrasonic test on the concrete structures, 4) Sclerometer Tests, 5) Tests on masonry mortar by means of penetrometer, 6) Flask jack test on the masonry structures, 7) load test, 8) cover test. B) Foundation tests C) Static and seismic assessments of the building.

(c) A new design of roofing with including shop drawings and all necessary structural assessment.

(d) Complete solution of seepage problem including plastering, waterproof treatment, anti-termite treatment, paintings of rooms which are affected by roof and wall seepage problems.

(e) Repair/strengthens of damaged ceiling and columns problem (plaster falling off ceiling in many places and cracks on beam/columns)

(f) Water proofing and upgrade of toilets and other civil works including repair/replacement of wooden door/windows frames/shutters as required.

(g) Painting and repair of identified rooms and corridors, Installation of a suitable fire safety measure, Upgrade of plumbing system as required.

(h) Augmentation of electrical wiring, replacement of all existing lights with LED.

(i) Security Features: Bollard/fence and metal gate at Portico entrance, Blast proof main entry gate, Proper metal detector door system/security scanner, an enclosure at the entrance/Reception area, redoing the flooring in this part.

(j) Comprehensive anti-termite treatment including annual inspection and maintenance.

(k) Exterior repair, painting and water proofing including exterior lighting etc.

2.0 Contractor shall be selected by the Employer as per the due procedure. The PMC will be required to provide its services as defined below:

Scope of Work of PMC

- 2.1 The Project Management Consultant (PMC) for Renovation of Chancery building has to undertake day to day supervision of works. This work includes preparations of necessary measurements and bills as per the onsite works. Also, it includes certification of each running bill and submission of bill to the Embassy of India, Yangon.
- 2.2 The consultant shall undertake testing of all construction materials of the work (cost of testing to be given by contractor). These include cement, RCC cube, bricks, reinforcement, water proof tests etc.
- 2.3 The project management consultant shall prepare the progress report in CPM chart, Gantt chart on weekly basis and submit to the Embassy.
- 2.4 The project management consultant shall conduct weekly meetings with the contractor and prepare the report for submission to Embassy of India, Yangon. It shall also make monthly report and submit to Embassy of India, Yangon.
- 2.5 The project management consultant shall monitor the complete work from the beginning to end. This also includes preparation of contractor's agreement, completion certificates, communication letters etc. to the contractor.
- 2.6 The retrofitting works shall be comprehensively checked by the consultant by conducting post retrofitting Rebound Hammer Tests on beams, columns and slabs. The cost of conducting test shall be included in the fees of the consultant. Consultant shall submit post retrofitting assessment report. Further, consultants certify the final results and strength of the structural members.
- 2.7 The consultant shall coordinate of all the works with Embassy and contractor for the works of renovation of the Chancery building.
- 2.8 The consultant will also have to prepare estimate, BOQ and proposal for additional items.
- 2.9 The consultant shall provide assessment of all the structural reports, test report, drawings etc. prepared by the contractor. Also the company shall check and certify the drawings prepared by the contractor.
- 2.10 The consultant will depute an engineer/architect for the work with laptop and printer. He shall be available on site during all the working hours of the Embassy.
- 2.11 Preparation/Modifications of documentations as per the guidelines of the Ministry / Government of India and facilitating Embassy of India, Yangon for inviting Bids on the basis of Single stage -Two Envelop System through Mission's website, Central Public Procurements Portal (CPP Portal) of Govt. of India.
- 2.12 Evaluate Technical bids received from the General Contractors for execution and submit recommendations for acceptance / approval of the Embassy of India, Yangon for Award of Contract for Construction.
- 2.13 Inspect and identify defects prior to the expiry of Defect Liability Period, warranty claim; advise corrective measures and get the rectification of all defects through concerned contractor/s

thereof to full satisfaction of the Employer and issues certificate of final Completion of work after rectifying all the defects to the satisfaction of the Mission.

3.0 Payment terms and conditions

The payment to PMC on the Consultancy Fee shall be made as per the following stage-wise scheduled of payment after the approval of work of each stage by the Competent authority in the Mission. Each phase will only start after the approval for the preceding phase is issued by the Mission.

Payment Schedule

S/N	Description	Percentage Payment
1	On certified completion of 25% of work	25%
2	On certified completion of 50% of work	25%
3	On certified completion of 75% of work	25%
4	On certified completion of 100% of work	20%
5	Completion of defect notification period	5%
	TOTAL	100%

Payment shall be made within 30 days after the approval from the competent authority.

4.0 General terms and conditions

- (i) Consultant shall have his own transportation, office, computer and telephone facilities. Mission shall not pay or reimburse for any such requirements.
- (ii) Consultant may appoint other sub consultants for specialized work at his own cost and convenience. No payments will be reimbursed for them by Mission.
- (iii) Consultant shall coordinate with Mission and Contractor for completion of the work..
- (iv) Consultant shall obtain professional liability insurance or any other insurance for his workmen and workmanship as may be required at his own cost.
- (v) The quoted price should include all taxes such as VAT, service tax, professional tax, etc.
- (vi) 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 rates, cess or due to delay in completion etc. shall not be applicable.
- (vii) Consultant shall not be permitted to participate in bidding for this work i.e., Consultant cannot become contractor for this work.
- (viii) This proposal will remain valid for a period of 180 days (one hundred and eighty days) from the date of opening of Financial Proposal.

5.0 Additions and Alterations

- (i) Embassy shall have the right to request changes, additions modifications or deletions in the design and drawing of any part of the work and to request additional work in connection therewith and the Consultant shall comply with such request.
- (ii) The PMC shall not make any material deviations / additions or omissions from the work shown and described in the Contract document except for structural safety and emergencies, without obtaining the consent of the Embassy.

6.0 Time Schedule

- (i) The work shall be carried out by the Consultant with due expedition and in accordance with the time schedule. The time schedule so agreed upon shall be observed by the Consultant and shall be deemed to be the essence of the contract on the part of the Consultant.

7.0 Compensation for Delay/Liquidated Damages

- (i) In the event of failure of the Consultant to complete the assigned work within the stipulated time period and in case the work is delayed and the delay is attributed to the Consultant, the Consultant will pay to the employer the delay damage @ 0.5 percent of the consultancy fees of work for delay per week subject to maximum of 10 percent of the total consultancy charges.

8.0 Abandonment of Work

- (i) If the Consultant abandons the work for any reasons whatsoever or becomes incapacitated from acting as Consultant, the Embassy may make full use of all or any of the drawings prepared by the Consultant. The Consultant shall be credited with all fees and expenses logically and reasonably payable up to the date of abandonment. In case of willful abandonment of the project by the Consultant, the Embassy shall have the right to withhold all consultancy and management fees and claim damage flowing from such abandonment equitably assessed by the Embassy.

9.0 Suspension

- (i) The Embassy may suspend all or part of the services by giving a notice to Consultant and consultant shall immediately make arrangement to stop the services and shall not make any further expenditure from his end. On suspension of the Consultant's appointment, the Consultant shall be entitled to fees for all completed stages of work at that time. On the resumption of suspended service within six months, previous payments shall be regarded solely as payments on account towards the fees.

10.0 Termination

- (i) If the Consultant is without good reasons, not discharging his obligation, the Embassy may inform the Consultant by notice, stating the grounds for the notice. If a satisfactory response is not received within 14 days, the Embassy may by a further notice, terminate the agreement provided that further notice is given within 30 days of the

Embassy's formal notice. In the event of termination of the agreement by the Embassy the Consultant shall have no claim to compensation for any loss sustained by reasons entered into any engagement or made any advance on account or with a view to perform the consultancy work. The Consultant shall not be entitled to be paid any sum for any work thereof or actually performed under this agreement unless or until the Embassy 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 Embassy.

11.0 Arbitration

(i) If any dispute, difference or question at any time arises between the parties in respect of the meaning or interpretation of the terms and conditions of this Agreement or covering anything herein contained or arising out of this Agreement or the validity of the enforcement thereof which cannot be settled mutually or in case of termination as described in clause 12, shall within 30 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement exists, be referred to arbitration. Within 30 days of the said notice, one Arbitrator shall be appointed by each of the disputing Parties by notice in writing to the other. The two Arbitrators shall select the Presiding Arbitrator, whose decision shall be final in case of difference of opinion between the two Arbitrators.

(ii) The arbitration proceedings will be conducted in accordance with and be subject to the **UNCITRAL (United Nations Commission on International Trade Laws) Arbitration rules**, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

(iii) The Arbitration will have its sittings at Yangon, Myanmar.

(iv) The language to be used in the arbitral proceedings will be English.

(v) The Consultant shall continue to perform his duties as far as practicable with diligence notwithstanding the fact that a dispute has been referred to Arbitration or any dispute or difference has arisen. It is also the term of Agreement that if the Consultant does not make any demand for arbitration in respect of any item in writing within 30 days of receiving intimation from the Employer that the final bill is ready for payment, the claim of the Consultant will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the Agreement in respect of these claims.

12.0 Remedies

(i) The Consultant shall agree to redesign at his cost any portion of his engineering and design work, which due to his failure to use a reasonable degree of design skill proves defective within one year from the date of start of regular use of the portion of the work so affected. The Embassy shall grant right to access to the Consultant to those portions of the work claimed be defective, for inspection.

13.0 Time Line for Appointment process of Consultant

The following would be the time line for appointment of the Consultant:

- (i) To draw up designs, site visit to the property would be held on **19.03.2019 at 1100 hrs**, where a pre-bid conference will also be held.
- (ii) Last date for receipt of Proposer's questions would be **26.03.2019**. Answers to the questions will be sent by e-mail.
- (iii) Deadline for submission of bid (i.e. RFP closing date): **10.04.2019 at 1500 hrs.**
- (iv) Opening of technical bid: **10.04.2019 at 1600 hrs.**

14.0 Selection Criteria

14.1 There will be a two stage selection process. In the first stage the Tender Evaluation will be carried out of Technical Bids submitted by the tenderer. In the second stage the financial bids of Technically qualified bidders will be opened. The L1 will be decided on financial quotes. The documents required to be submitted for the technical qualification are as follows:

- a) Tenderer shall submit the relevant certificates like company registration, architect registration etc. from the authorized government agency.
- b) The tenderer shall have minimum seven year experience in PMC services.
- c) Similar work experience as a PMC for renovation of historic building in Yangon, Myanmar approved under local bodies like YCDC, YHT and MoEA. The list of similar work shall be submitted with the tender along with the scope of work, photos etc.
- d) The Tenderer should have satisfactorily provided consultancy services for (i) one similar work of 80% value of cost estimates or (ii) two similar works of 50% value of cost estimates or (iii) three similar works of 40% value of cost estimates. Proof of work shall be enclosed with the tender like work order, bills, payment receipt and completion certificate of the client.
- e) Certificate pertaining to No legal dispute with the clients.
- f) The total turnover shall be 25 % of estimated cost of works in last five financial years and an average annual financial turnover of 5% of the estimated cost in the last two years. Tenderer shall submit the audited balance sheets with profit and loss account.
- g) The tenderer shall submit the curriculum vitae of the team leader, architects and engineers who also possess similar experience of work.

14.2 The financial bid shall be submitted in the format mentioned in the tender.

15.0 Submission Procedure

All bids are to be accompanied by a refundable Earnest Money Deposit of US\$700.00 (US Dollars Seven Hundred Only) payable by cash or Bank Guarantee (BG) to Embassy of India, Yangon. This would be refunded to unsuccessful bidders within 7 days of the opening of the financial bids.

The bids (technical and financial bids) in separate envelopes should be addressed and submitted to the Head of Chancery, Embassy of India, 545-547 Merchant Street, Yangon.


(Udit Gaurav)

Second Secretary & Head of Chancery
Embassy of India, Yangon

Head of Chancery
Embassy of India
Yangon

No. YAN/AD/872/1/2017

Date: 12.03.2019

DETAILS OF CONSULTANT / FIRM

1	Name of the Firm/Individual	
2	Address, Telephone No. & E-mail of the Firm/Individual	
3	Name, Designation, Mobile & E-mail of contact person	
4	Year of Registration (Please attach copy of Certificate of Incorporation)	
5	Details of experience: The firm/individual should have past experience of at least three years for similar nature of work	

I /We certify that all the terms and conditions of the Notice Inviting Quotation are acceptable to me/us.

Signature of the authorized Person of the concern

Name, Date , Designation, Company Seal

No. YAN/AD/871/1/2017

Date: 12.03.2019

SUBMISSION OF FINANCIAL PROPOSAL FOR RENOVATION OF CHANCERY BUILDING, EMBASSY OF INDIA, 545-547 MERCHANT STREET, YANGON

(To be submitted in a separate sealed envelope)

TOTAL:US Dollars
(in words)

I/We, the undersigned, am/are willing to enter into a contract and complete the Consultancy work in full and accordance the drawings/specification/scope of work / assessment of work after site visit and to employer's entire satisfaction for the sum stated above.

I/We, agree that this proposal **will remain valid for a period of 180 days** (one hundred and eighty days) from the date of opening of Financial Proposal.

Nam of Consultant: _____

Signature of the Consultant; _____

Postal Address _____

Mobile / Telephone / Fax Nos. _____

Email id: _____

Company Seal

