

**EMBASSY OF INDIA**

545-547, Merchant Street

Yangon, Myanmar

Tel: (951) 391219, 243972, 388412

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Email: www.embassyofindiayangon.in**No.YAN/ADM/872/13/2022****Dated: 03 April 2024****NOTICE INVITING TENDER**

Embassy of India, Yangon invites Technical and Financial bids from contractors for **up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon.**

2. The tender documents can be downloaded from the Embassy's website: www.embassyofindiayangon.in or CCP Portal: <https://eprocure.gov.in>, and also can be sought vide e-mail on hoc.yangon@mea.gov.in or adm.yangon@mea.gov.in
3. For any queries/clarifications, please send e-mail to hoc.yangon@mea.gov.in or adm.yangon@mea.gov.in
4. The bidder or their authorized representative, who wish to be present, may attend the tender opening on the specified date and time.

(Head of Chancery)

No. YAN/ADM/872/13/2022
Embassy of India
Yangon

Notice inviting Tender for selecting contractor for up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon.

The President of India acting through the Embassy of India in Yangon requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon.** The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Head of Chancery, Embassy of India, at 545-547, Merchant Street, Yangon, Myanmar Telephone No.: +951 391210/243972/388412; email- hoc.yangon@mea.gov.in on **or before 1700 hrs on 24 April 2023.** The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the Embassy of India, Yangon from <https://www.embassyofindiayangon.gov.in>.

2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India, Yangon for **up-gradation of boundary wall & other works at India House, Yangon.**

3. Location and description of Property:

India House,
Plot No.35, Thantaman Street,
Dagon Township,
Yangon, Myanmar

4. Scope of Work:

Attached at Section IV - (Annexure 'A')

5. Period of Completion: Within 60 days

6. Site visit: Physical visit to the site is advisable to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from 1000 hrs to 1500 hrs after prior appointment with Shri Kunal Kumar Singh, Attache (Admin), Embassy of India, Yangon, Telephone No.: +951 391210/243972/388412; email- admn.yangon@mea.gov.in

7. Submission: The proposals (bids) should be submitted in two parts: Q) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial

condition, as per terms & conditions of this tender; and **(ii)** Financial Bid, which should be as per the format given in_ this tender. The last date of submission of sealed bids is **1700 hrs on 24 April 2023** in the office of Shri Jitendra Rawat, Head of Chancery, Embassy of India, Yangon, Telephone No.: +951 391210/243972/388412; Telephone No.: +951 391210/243972/388412; email- hoc.yangon@mea.gov.in . Technical bids will be opened on **1100 hrs on 25 April 2023** in the Embassy of India, Yangon. All pages of the submission document must be signed by authorised signatory.

No. YAN/ADM/872/13/2022
Embassy of India
Yangon

**Tender for selecting contractor for up-gradation of boundary wall & other works
at India House, Plot No. 35, Thantaman Street, Dagon Township, Yangon.**

Tender Documents

Tender Contents

A. Technical Bid Documents:

Document I		: Invitation to Tender
Document I -	S-I	: Instruction to Bidders (Section-I)
Document I -	S-II	: Introduction and Credentials of Bidder (Section-II)*
Document I -	S-III	: Terms and Conditions of contract (Section-III)
Document I -	S-IV	: Scope of Work (Section-IV)

B. Financial Bid Documents:

Document II		:Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations - Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)
Document III		: Form of Tender - Financial bid letter (Section-VI) (Lump sum fixed price to be quoted on this form by Bidder)

* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder - These documents are to be supplied and attached by the bidder.

No. YAN/ADM/872/13/2022

Embassy of India

Yangon

**Tender for selecting contractor for up-gradation of boundary wall & other works
at India House, Plot No. 35, Thantaman Street, Dagon Township, Yangon.
Invitation to Tender**

The President of India acting through the Embassy of India in Yangon invites Lump- sum Fixed Price **Tender for selecting contractor for up-gradation of boundary wall & other works at India House, Plot No. 35, Thantaman Street, Dagon Township, Yangon.** The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

Technical Bid Document:	
Document-I	Press Notice, Invitation to Tender, Instructions to Bidders, Introduction and credentials of Bidders, Terms & Conditions of contract, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Schedule of Items
Document- III	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Earnest Money Deposit Tender Security Amount	KS 3.5 million (Kyat Three & half million only) by way of Banker's cheque/Demand Draft/ Cash (in Kyat of equivalent amount in US Dollar) in favour of Embassy of India, Yangon. Any bid not accompanying with Earnest Money Deposit/Tender Security Amount shall be rejected. The EMD of unsuccessful bidder will be returned within 30 days after the award of the contract. The EMD may be forfeited in case the bidder withdraws his bid during the period of bid validity or in case of a successful bidder, the selected bidder fails to sign the agreement in time or furnish performance guarantee or furnishing of any wrong information (Annexure-B)

2. The last date of submission of sealed bids is 1700 hrs on 24 April 2023 in the office of Shri Jitendra Rawat, Head of Chancery, Embassy of India, Yangon, Telephone No.: +951 391210/243972/388412; Telephone No.: +951 391210/243972/388412;email- hoc.yangon@mea.gov.in. Any Tender received after this date and time will not be considered.

3. **Technical bids will be opened on 1100 hrs on 25 April 2023** in the Embassy of India, Yangon. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Yangon.

4. Financial bids of only technically qualified bidders will be opened. The time, date and venue of opening of the financial bids will be conveyed separately to the bidders after technical evaluation of the bids.

5. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

6. **Eligibility Criteria:**

6.1 **Permit:** The Tenderer should have valid permit/registration from a competent local authority for carrying out work in the Diplomatic property of the Embassy of India.

6.2 **Prior Experience:** The tenderer should have satisfactorily completed similar **(means up-gradation or construction of new boundary wall & construction of watch towers/security posts)** during the last 7 years at least (i) One similar work of cost equivalent to KS 234 million or (ii) Two similar works each of cost equivalent to KS 117 million or (iii) Three similar works each of cost equivalent to KS 78 million.

6.3 **Bank Solvency:** Certificate of Solvency certified by bank for KS 117 million. The certificate should not be older than six months.

6.4 **Annual Turnover:** The annual turnover of the tenderer should not be less than KS 80 million during the immediate last three consecutive financial years.

6.5 **Profit-Loss:** The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.

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

8. **Performance Guarantee:** 5% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract

and discharged after completion of work. Bank Guarantee shall be deposited within 15 days of issue of Letter of Intent. The agreement with the L-1 bidder will be signed on receipt of Performance Guarantee. (Format of Performance Guarantee is attached).

9. Financial quote & variations: Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

10. Commencement: Commencement of the works shall be effected within seven (07) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 07 days' period being defined as the mobilization period.

11. Completion: The Period of Completion for the whole of the works is 60 days calculated from the date of commencement of works.

12. Mobilisation Advance: i) Maximum 10% of contract amount against equivalent Bank Guarantee. The mobilization advance shall be released only after obtaining a bank guarantee bond from scheduled bank for amount of advance to be released and valid for the contract period. The advance to be given is an interest free loan submitted for mobilisation of contractor.

ii) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.

13. Retention Money: 5% of contract amount of each bill for payment shall be deducted. 50% of the Retention Money deducted shall be released on issue of practical completion certificate and Balance 50% of Retention Money shall be released after completion of Defect Liability Period of one year.

14. Conflict of Interest: In case of a dispute arising due to technical, administrative matters, interpretation of contract, lack of funds, delayed payments, change of key experts from either side, delay in key approvals, deviation from scope of work etc., should be notified by one party to the other party, with recommendations for mutual resolution of dispute at higher level from both side, if necessary. In case the dispute cannot be mutually resolved amicably, resolution under Arbitration Clause should be provided for with award of the Arbitration Tribunal being binding

on both parties. To avoid Conflict of interest, the terms of the contract should be subject to Code of integrity specified in Rule 175 of GFRs.

15. Arbitration:
 - 15.1 If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.
 - 15.2 The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any other law that takes place in this regard. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties.
 - 15.3 The Arbitration will have its sittings in Embassy of India, Yangon.
16. **Rejection:** Embassy of India, Yangon reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.
17. **Sub-contractors:** The Tenderer must submit with his offer a list of Sub-contractors and Specialists names he proposes to use on the Works. Embassy of India, Yangon reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.
18. The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

(Jitendra Rawat)
Head of Chancery
Embassy of India,
545-547, Merchant Street,
Yangon, Myanmar

No. YAN/ADM/872/13/2022

Embassy of India

Yangon

Tender for selecting contractor for up-gradation of boundary wall & other works at India House, Plot No. 35, Thantaman Street, Dagon Township, Yangon.

Section-I

1. INSTRUCTION TO BIDDERS

1. 1 The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
Section-III	:	Terms and conditions of Contract
Section-IV	:	Scope of work
Section-V	:	Schedule of Quantity
Section-VI	:	Form of Bid

1.2 Site visit: Physical visit to the site is advisable to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

1.3 Cost of Tendering - The Embassy of India, Yangon will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

1.4 Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

1.4.1 The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Work.

1.4.2 Bidders are required to quote Lump-sum fixed prices on "Form of Tender". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

1.4.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

1.4.4 The Lump-sum Fixed Price/amount must be quoted both in figures and

in words on the Form of Tender and the currency must be KS only.

1.4.5 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.5 **Validity of Bid** - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

1.6 **Tender and Schedule of Quantities**

1.6.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

1.6.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

1.6.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

1.6.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

1.6.5 The company makes the necessary calculations regarding the adequacy of the items to be used.

1.6.6 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

1.7. Final Tender Price - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the LI bidder.

1.8 **Errors and Rectification:**

1.8.1 In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

1.8.2 If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/ adjusted.

1.8.3 If amount quoted on Form of Tender is less than amount worked out on

Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

1.9 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with **“Tender for selecting contractor for up-gradation of boundary wall & other works at India House, Plot No. 35, Thantaman Street, Dagon Township, Yangon”**, which shall have following two sealed envelopes inside:

Envelope A: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as **“Technical Bid”**.

Envelope B: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as **“Financial Bid”**.

1.9.1 The last date of submission of sealed bids is 1700 hrs on 24 April 2023 in the office of Mr. Jitendra Rawat, Head of Chancery, Embassy of India, 545-547, Merchant Street, Yangon.

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

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

1.10 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the Embassy of India, Yangon. The Embassy of India, Yangon may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

1.11 Amendments to Tender Document - At any time prior to the date of opening of the tender, the Embassy of India, Yangon may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the Embassy of India, Yangon.

1.12 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Mr. Manish Bajaj, Attaché (Prop), 545-547, Merchant Street, Yangon, Telephone No.: +951 391219/243972; email- prop.yangon@mea.gov.in.

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

1.14 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the Embassy of India, Yangon as to the meaning of anything connected with the Tender Document.

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

1.15.1 If tenderer sets forth any conditions which are unacceptable to the Embassy of India, Yangon.

1.15.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

1.15.3 If there is evidence of collusion among Bidders.

1.15.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.15.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.16 **Compliance with Laws and Regulations and Pricing of Schedule of Quantities** -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, taxes (VAT}, etc. **All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.**

1.17 **Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive of all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the Embassy of India, Yangon.

1.18 **No escalation of price** - Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.

1.19 Payments:

1.19.1 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the Embassy of India, Yangon.

1.19.2 The detailed work schedule and the payment schedule would be furnished by the Contractor to the Embassy of India, Yangon who will approve it before it forms part of the agreement.

1.19.3 However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the Embassy of India, Yangon, the progress payment shall be made by the Embassy of India, Yangon on the basis of evaluation of work done.

1.19.4 All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.

1.20 Earnest Money Deposit (EMD)-KS 3.5 million/- (Kyat Three & Half million only) by way of Banker's cheque/Demand Draft/ Cash (in Kyat of equivalent amount in US Dollar) in favour of Embassy of India, Yangon. Any bid not accompanying with Earnest Money Deposit/Tender security Amount shall be rejected. The EMO of unsuccessful bidder will be returned within 30 days after the award of the contract. The EMD may be forfeited in case the bidder withdraws his bid during the period of bid validity or in case of a successful bidder, the selected bidder fails to sign the agreement in time or furnish performance guarantee or furnishing of any wrong information.

1.21 Embassy of India, Yangon's right to waive - The Embassy of India, Yangon reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Yangon.

No. YAN/ADM/872/13/2022
Embassy of India
Yangon

Notice inviting Tender for selecting contractor for up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon.

Section-II

2. Introduction and Credentials of Bidder

(To be submitted by the bidder)

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

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Section-III

3. Terms and Conditions of Contract

3.1 Quoted price is final fixed lump-sum price inclusive of all taxes except VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

3.2 **Quoted price shall be exclusive of VAT.** The quoted price should include lump sum charges for Labour/transportation and civil/ technical works required/necessary, if any, for complete installation.

3.3 Period of completion for the work is **60 Days.**

3.4 **Liquidated damages** shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on per week basis.

3.5 **Defects liability period** shall be as per Warranty Period of the equipment and 365 days from the completion of the project. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. **In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the Embassy of India, Yangon shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the Embassy of India, Yangon.**

3.6 The tenderer shall guarantee among other things, the following: a. Quality, strength and performance of the materials used; b. Follow up service, if required; c. Good workmanship.

3.7 **Commencement date of work** shall be counted from the 15 days of Issue

of Letter of Acceptance or Letter of Award or from the date of handing over of site whichever is later.

3.8 Payment: - Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:

3.8.1 Mobilization Advance of maximum 10% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Embassy of India, Yangon;

3.8.2 Running Account (RA) Bills for 5% of accepted tender cost in stages as per payment schedule;

3.8.3 10% of accepted tender cost after completion of work in all respects;

5% of accepted tender cost after handing over to the Embassy of India for beneficial use to be released within 12 months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would

3.8.4 5% of accepted tender cost after handing over to the Embassy of India for beneficial use to be released within 12 months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to Embassy of India, Yangon, who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.

3.9 No escalation on rates due to delay in works shall be admissible.

3.10 Each RA bill payment shall be made for at least 5% of physical progress.

3.11 Specification: The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

3.12 Non-completion of work: In case of non-completion of work within stipulated time or within approved extended time, **the Embassy of India shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor.**

3.13 Force Majeure and EoT clause: In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their

obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

3.14 Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

3.15 On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

3.16 **Validity of the Contract:** This contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement, **to not be later than** ____ for a period of 1 (one) year.

3.17 **Additional Work:** Embassy of India, Yangon, shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Yangon in writing prior to the performance of the additional work or the incurrance of additional expenses. Any additional work authorized by Embassy of India, Yangon shall be compensated at a rate mutually agreed to by the parties.

3.18 **Termination of Contract:** The contract is automatically terminated in the following cases:

3.18.1 If it appears that the contractor itself or through someone else used fraud or manipulation in its dealing with the contracting authority or in obtaining the contract.

3.18.2 If collusion, fraud, corruption or monopoly practices are found.

3.18.3 If the Tenderer becomes bankrupt or insolvent.

3.18.4 If the Contractor is not able to satisfactorily perform whole or part of the Contract as per contractual obligations.

3.19 **Settlement of Disputes and Arbitration-**All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Embassy of India, Yangon or any person nominated by him/her. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any other law that takes place in this regard. The arbitrator shall be entitled to extend the time of arbitration proceedings with the

consent of the parties.

3.20 This Tender document is not an agreement and is neither an offer nor invitation by the Embassy to the prospective Bidders or any other person. The purpose of this Tender document is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP/NIT (the "Bid"). This Tender document includes statements, which reflect various assumptions and assessments arrived at by the Embassy in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Embassy and its employees to take into consideration the investment objectives, financial situation and particular needs of each party who reads or uses this Tender document. The assumptions, assessments, statements and information contained in this Tender document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender document and obtain independent advice from appropriate sources.

3.21 The Embassy may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender document.

3.22 The issue of this tender document does not imply that the Embassy is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Embassy reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

3.23 Further, all information/data/reports/pitches/data or other material submitted to the Embassy under this Tender document by the Applicant shall become the property of the Embassy. The Applicant hereby agrees that they shall not have any right claim, authority whatsoever over the submitted information/reports/pitches/data or other material to the Embassy. The Applicant further agrees and undertakes that the Embassy may use the aforesaid information/data/reports/pitches/data or other material at its sole discretion and the Applicant shall not have any objection whatsoever in the Embassy using the same.

3.24 The firm shall be a legal entity as per the Government rules/regulations and laws of the land.

3.25 The firm should not have been blacklisted by any Government organization.

3.26 Embassy of India, Yangon shall not be liable for any cost incurred by the respondents in preparing responses to this tender or negotiations associated with award of a contract.

**No. YAN/ADM/872/13/2022
Embassy of India
Yangon**

Notice inviting Tender for selecting contractor for up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon.

Section-IV

3 Scope of Work

Scope of work attached at Annexure 'A' is tentative. The bidder is advised to inspect the site and understand the full scope of work.

Scope of Work

Notice inviting Tender for selecting contractor for up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon, which requires:

Broad works are as follows:

- i) Construction of eight feet high (from outside ground level) brick wall (9 inch thickness) with coiled razor concertina wire all around India House (length 1377 feet).
- ii) Construction of two watch towers at diagonally opposite two places.
- iii) Construction of two security posts (10 feet x 12 feet) in diagonally opposite position.
- iv) Two gates with provision of car enclosure (an enclosure for checking of cars) for the main gate (on Thantaman Road) and second gate on Taw Win Road side.
- v) Small hinged metal door with small blast proof glass window of 19mm thickness beside the main gate (on Thantaman Road).

(DETAILED WORK SPECIFICATION MAY BE SOUGHT FROM THE EMBASSY BY CONTACTING E-MIAL IDS hoc.yangon@mea.gov.in and admn.yangon@mea.gov.in)

Note:

- 1. Construction staff/personnel should be preferably Indian nationals. Embassy of India reserves the right to accept/reject any Staff deployed by the Vendor.**
- 2. The new equipment to be supplied and installed should be of the same capacity, quality or higher than the existing ones with availability of the spare parts in local market.**
- 3. If additional equipment are required, other than that mentioned in the above scope of work, the same should be clearly mentioned in a separate bill and not to be included in the final Bid.**
- 4. Civil work costs as a lump sum amount, appended to final cost of total equipment (sum total of prices of each equipment or material)**

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Yangon

Notice inviting Tender for selecting contractor for up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon.

Section-V

4 Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

Note: Please refer to Section-I of the document

5.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

5.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

5.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

5.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

5.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender

documents.

5.6 Removed and dismantled iron materials value will be deducted from the total cost of productions of aforementioned works.

5.7 While bidding for the buyback items, it may be noted that the price quoted by the contractor shall always be considered as credit (-ve) and the same shall be adjusted in the payment due **for up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon.** Even if the bidder inadvertently adds the quote against buy back items, while working out the total amount the same shall be deducted and accordingly the final quoted total amount is arrived after correction.

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Embassy of India
Yangon

Notice inviting Tender for selecting contractor for up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon.

Section-VI

6 Form of Tender

(To be submitted by the bidder)

To: Ambassador of India,
Embassy of India, Yangon.

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of: Kyat _____ exclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

GENERAL INFORMATION AND EMD DETAILS

1	EMO Details DD No and date: Amount in K.S. Name of the Bank:	
2	Name and Address of the Bidder:	
3	Contacts:	
4	Telephones:	
5	Fax:	
6	E-mail:	
7	Mobile No:	
8	Category of the Bidder <Whether company, partnership firm or Proprietary concern>	
9	Details of Owners/Partners (Please attach Passport copies)	
10	Name of Chief Executive Officer and Telephone No.	
11	Year of Establishment	
12	Trade License Number (Please provide copy)	
13	Yearly turnover of the last 2 Years.	
14	Name and Address of the Banker	
15	List of major Clients and the size of orders executed	

Note: Separate sheets may be attached wherever necessary.

Signature of the Tenderer With stamp and date

Embassy of India
Yangon

Notice inviting Tender for selecting contractor for up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon.

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract:

Name and Address: Embassy of India, 545-547, Merchant Street, Yangon

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for:

.....**Embassy of India, Yangon** and one of the tender conditions is for the M/s (**Name of Contractor with address**) ___ to submit a Bank Guarantee for Performance Security (5% of contract value) amounting to **(To be indicated in KS by the Mission/Post calculated as 5% of the tendered cost.** In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____ hereby

irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of **(To be indicated in KS by the Mission/Post calculated as 5% of the tendered cost).**

2. This guarantee is valid for a period of **60 Days after the date of completion of work** and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **(To be indicated in KS by the Mission/Post calculated as 5% of the tendered cost)**

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from **(date of issue)** _up to the **(date should be two months after the date of completion of work)** _____ and claims under this guarantee should be submitted not

later than **(from date of expiry)** _____ .

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

6. This guarantee shall be governed and construed in accordance with the laws of the **Myanmar** and shall be subject to exclusive Jurisdiction of the **Myanmar** Courts.

Date:

Name:

Place:

Signatures:

NOTIFICATION OF AWARD

Contract No.

Date:

To:

[Name of Contractor]

This is to notify you that your Tender dated [insert date] for *the* execution of the Works for **up-gradation of boundary wall & other works at India House, No. 35, Thantaman Street, Yangon** for the Contract Price of KS [Amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderer is hereby accepted by Embassy of India, Yangon.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signatures:

Duly authorized to sign for and on behalf of [name of procuring Entity]

Date: