## NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

The Embassy of India in Manila requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for Various External Repair / Renovation Works at the Embassy Residence located at 513, Buendia Avenue Extension, North Forbes Park, Makati City, Metro Manila. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Mr. Nishikant Singh, Head of Chancery, Embassy of India, Manila at 2190, Paraiso Street, Dasmariñas Village, Makati City, Metro Manila, Tel No.: +632 88441429; E-mail: <a href="mailto:hoc.manila@mea.gov.in">hoc.manila@mea.gov.in</a> on or before 1700 hrs on 06<sup>th</sup> Sept, 2021. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal: <a href="mailto:https://eprocure.gov.in/cppp/">https://eprocure.gov.in/cppp/</a> and also the official website of the Embassy of India, Manila at <a href="https://www.eoimanila.gov.in">https://eprocure.gov.in/cppp/</a>

- 2. The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the Embassy of India, Manila for renovation of its Embassy Residence.
- 3. Location and description of Property:

Embassy Residence, 513, Buendia Avenue Extension, North Forbes Park, Makati City, Metro Manila

4. Scope of Work: Attached at Section IV

5. **Period of Completion**: 90 working days

- **6. Site visit**: Physical visit to the site is advised to obtain details of the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from 1000 hrs on 1500 hrs after prior appointment on E-mail: <a href="mailto:hoc.manila@mea.gov.in">hoc.manila@mea.gov.in</a>.
- 7. **Submission**: The proposals (bids) should be submitted in three parts: (i) BSD, (ii) 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 (iii) 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 06<sup>th</sup> Sept, 2021 in the office of Mr. Nishikant Singh, Head of Chancery, Embassy of India, Manila at 2190, Paraiso Street, Dasmariñas Village, Makati City, Metro Manila, Tel No.: +632 88441429; E-mail: <a href="https://hoc.manila@mea.gov.in">hoc.manila@mea.gov.in</a>. Technical bids will be opened on 1600 hrs on 07<sup>th</sup> Sept, 2021 in the Embassy of India, Manila. Technical bids of only those bidders will be opened who have submitted BSD. All pages of the submission document must be signed by authorised signatory.

# NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

#### **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)

Document I – S-V : Bid Security Declaration (Section –VII)

#### 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)

Document IV : Bid Security Declaration (BSD) (Section-VII)

Document V : Bank Guarantee Proforma for Performance Security (Section-VIII)

<sup>\*</sup> 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.

## NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

#### **Invitation to Tender**

The Embassy of India in Manila invites Lump-sum Fixed Price Tender for various external repair / renovation works at the Embassy Residence located at 513, Buendia Avenue Extension, North Forbes Park, Makati City, Metro Manila.

**1.** .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, 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)			
Document-IV	Bid Security Declaration			
Document-V	Conditions of contract including standard formats for Bank Guarantee, etc.			

- **2.** The last date of submission of sealed bids is 1700 hrs on 06<sup>th</sup> Sept, 2021 in the office of Mr. Nishikant Singh, Head of Chancery, Embassy of India, Manila at 2190, Paraiso Street, Dasmariñas Village, Makati City, Metro Manila, Tel No.: +632 88441429; E-mail: hoc.manila@mea.gov.in. Any Tender received after this date and time will not be considered.
- **3.** Technical bids will be opened on 1600 hrs on 07<sup>th</sup> Sept, 2021 in the Embassy of India, Manila. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the Embassy of India, Manila.
- **4.** The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.
- **5.** Eligibility Criteria:
  - **5.1 Permit**: The Tenderer should have valid permit/registration from a competent local authority for carrying out renovation work in the Diplomatic properties located in the Metro Manila.
  - **5.2 Similar work**: The Tenderer must have satisfactorily completed in the last seven years (i) one similar work of value of Php. 3,600,000.00 or (ii) two similar works of Php. 2,250,000.00 or (iii) three similar works each of value of Php. 1,800,000.00. Similar works means value of installation/replacement of tiles/flooring, renovation of bathroom, construction of driveway, replacement of drainage pipes etc for residential/office buildings of Diplomatic Missions, buildings of international importance, hotels, shopping malls, condominiums/apartments, etc.

- **5.3 Bank Solvency**: Certificate of Solvency for Php. 1,800,000.00 certified by bank. The certificate should not be older than six months.
- **5.4 Annual Turnover**: The annual turnover of the tenderer should be equal to Php. 1,350,000.00 during the immediate last three consecutive financial years.
- **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.
- **6. Defects Liability Period**: Defects Liability period will be twelve (12) months from date of completion of project.
- 7. **Performance Security**: 3% of the contract value shall be submitted in the form of a Bank Guarantee valid for a period of sixty (60) 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. Letter of award of work shall be issued on receipt of performance guarantee. (Format of Performance Security is attached at Section-VIII).
- 8. 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.
- **9. Commencement**: Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.
- **10. Completion**: The Period of Completion for the whole of the works is 90 working days calculated from the date of commencement of works.
- **11. Mobilisation Advance**: i) 10% of contract amount and up to maximum 30% of the contract value 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. This shall be kept renewed time to time to cover the balance amount and likely period of complete recovery. The advances shall not be released in less than 02 instalments.
- ii) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.
- lii) The recovery should be commenced after 10% of the work is completed and the entire amount shall be recovered by the time 80% of the work is completed.

**12. Retention Money**: Retention Money @ 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money shall be released on record of practical completion and remaining 50% released at the end of Defect Liability period.

#### 13. Arbitration:

- 13.1 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.
- 13.2 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.
- **13.3** The Arbitration will have its sittings in Embassy of India, Manila
- **14. Rejection**: Embassy of India, Manila 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.
- **15. 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, Manila 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.
- 16. 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.

Sd/-

[Nishikant Singh]

Head of Chancery

Address: Embassy of India, 2190, Paraiso Street,

Dasmariñas Village,

Makati City, Metro Manila

Email: hoc.manila@mea.gov.in

## NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

# Document-I Section-I (INSTRUCTION TO BIDDERS)

- **1.1 Site visit**: Physical visit to the site is advisable to acquaint with the Ste 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.
- **1.2 Cost of Tendering** The Embassy of India, Manila 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.

#### 1.3 Bid Security Declaration—

- **1.3.1** The bidder shall submit a Bid Security Declaration (Section-VII).
- **1.3.2** Failure to honour the Bid Securing Declaration shall render the bidder ineligible to participate in any tender on behalf of Government of India, for a period of two years from the date of publication of the Tender in which the default has happened.
- **1.4** Lump Sum Fixed Price Tender This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works (Section-IV).
- **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 Works.
- **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 Pesos 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** 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 L1 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 Letter 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 'Repair / Renovation works at Embassy Residence' for Embassy of India, Manila which shall have following three sealed envelopes inside:

**Envelope A:** Should contain the document mentioned in Section-VII. This envelope is

to be super-scribed as "Bid Security Declaration".

**Envelope B**: Should contain the documents mentioned in Section-I to Section-IV. This

envelope should be super-scribed as "Technical Bid".

**Envelope C**: Should contain the documents mentioned in 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 06<sup>th</sup> Sept, 2021 in the office of Mr. Nishikant Singh, Head of Chancery, Embassy of India, Manila at 2190, Paraiso Street, Dasmariñas Village, Makati City, Metro Manila, Telephone No.: +632 88441429; E-mail: hoc.manila@mea.gov.in.
- **1.9.2** The date and time for submission may be deferred by an official notification in writing issued by the Embassy of India, Manila 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, Manila. The Embassy of India, Manila 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, Manila 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, Manila.
- **1.12 Clarification**: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Mr. Nishikant Singh, Head of Chancery, Embassy of India, 2190, Paraiso Street, Dasmariñas Village, Metro Manila, Makati, Telephone No. +632 88441429, E-mail: <a href="mailto:hoc.manila@mea.gov.in">hoc.manila@mea.gov.in</a>.
- **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, Manila 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, Manila.
- **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 between 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, input tax and output tax (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 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, Manila.
- **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, Manila.
- **1.19.2** The detailed work schedule and the payment schedule would be furnished by the Contractor to the Embassy of India, Manila 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, Manila, the progress payment shall be made by the Embassy of India, Manila 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** Code of Integrity: No bidder shall act in contravention of the codes which includes (i) prohibition of
- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) any omission ,or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) obstruction of any investigation or auditing of a procurement process.
- (h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii) disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- **1.21** Embassy of India, Manila's right to waive The Embassy of India, Manila reserves the right to waive any deficiency in any tender where such waiver is in the interest of the Embassy of India, Manila except that no proposal will be accepted if Bid Securing Declaration or any of the preceding statutory documents was not submitted with the tender.

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# NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

# Document-I Section-II

1. 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.

# NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

# Document-I Section-III

#### 2. Terms and Conditions of Contract

- **2.1** Quoted price is final fixed lump-sum price inclusive of all taxes excluding 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.
- **Quoted price shall be exclusive of VAT**. The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.
- **2.3** Period of completion for the work is 90 working days.
- **2.4 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.
- 2.5 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 are 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, Manila 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, Manila.
- 2.6 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.
- **2.7 Commencement date of work** shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.
- **2.8 Payment:-** Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:
- **2.8.1** Mobilization Advance of 10% and up to maximum 30% of the accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of Embassy of India, Manila;

- **2.8.2** Running Account (RA) Bills for 04% of accepted tender cost in stages as per payment schedule;
- **2.8.3** 10% of accepted tender cost after completion of work in all respects;
- **2.8.4** 05% of accepted tender cost after handing over to the Embassy of India for beneficial use to be released after 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, Manila 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.
- **2.9** No escalation on rates due to delay in works shall be admissible.
- **2.10** Each RA bill payment shall be made for at least 04% of physical progress.
- **2.11 Specification**: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. 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.
- **2.12 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.
- 2.13 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.
- **2.14** Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.
- **2.15** 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.
- **2.16 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.

- **2.17 Additional Work:** Embassy of India, Manila shall not allow any claims for additional work performed by contractor unless the additional work is authorized by Embassy of India, Manila in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work authorized by Embassy of India, Manila shall be compensated at a rate mutually agreed to by the parties.
- **2.18 Termination of Contract:** In the following cases, both parties can terminate the contract in whole or in part, and this shall be notified in writing.
  - a) If the work does not begin as per the commencement date, without prior notification.
  - b) If Contractor or an employee of the company does not work in accordance with the instructions of Embassy of India as per the contract.
  - c) If the Contractor materially violate the principal terms of the contract.
  - d) If the finished work differs from the scope of work and specifications, without the consent of Embassy of India.
  - e) If contract is terminated because of contractor's non-performance of contract, Contractor shall reimburse the amount already paid to the company.

## NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

### Document - I Section-IV (Scope of Work)

Scope of work given below is tentative. The bidder is advised to inspect the site and understand the full scope of work. They may add any other item required to complete the work. Their quote on form of tender should indicate the cost of complete work which includes scope of work mentioned below and also the additional item of work which they feel necessary for completion of work. The bids shall be compared on final amount mentioned on **Form of Tender**.

- 1. Reconstruction of driveway and car parking areas (laying of fresh concrete/ tiles as applicable);
- 2. Preservation of deteriorating stones of bar counter at the courtyard by painting with acrylic emulsion and renovating the existing structure with granite/woodwork/civil works as needed:
- 3. Reconstruction of flooring of front entrance / porch including new floor tiles;
- 4. Reconstruction of broken footpath and drainage along the entire outer perimeter and garden areas (both sides) by concrete/cementing;
- 5. Reconstruction of blocked drainage of kitchen/bathroom of domestic assistant and connecting with municipal drainage to avoid overflow/flooding during rains;
- 6. Renovation of guest toilet adjacent to courtyard including replacement of old tiles, flooring, sanitary fittings and toilet items;
- 7. Renovation of stage area in rear garden including replacement of bricks/concrete, provision of new flag pole, painting etc;
- 8. Replacement of old stone/tiles on the front facade of the building with new stone/tiles;
- 9. Replace main entrance gates (both sides) with new metal gates including all fittings;
- 10. Provision of all necessary material and labor for the said work;
- 11. Any other related electrical, plumbing and masonry works as necessary caused due to above works;
- 12. Clearance/removal of debris and haulage from site;

Note: All access permits/health compliance for material and personnel for Forbes Park Village Association would be the sole responsibility of the contractor.

# NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

## Document-II Section-V

#### 3. Schedule of Quantity

#### (To be submitted by the bidder)

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

Note: Please refer to Section-I of the document

- **3.1** 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.
- **3.2** 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.
- **3.3** 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.
- 3.4 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.
- **3.5** 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.

# NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

# Document-III Section-VI

# Form of Tender (To be submitted by the bidder)

To:

Date:

Ambassador of India,

Embassy of India, Manila
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: Pesos 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:

# NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

# Document-IV Section-VII

### **Bids Security Declaration**

I/we accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/we will be suspended for the period of time specified in the request for bid document from being eligible to submit Bids for contracts with the Government of India.

Date:	Place:
Name:	Signature:

# NOTICE INVITING TENDER FOR SELECTING CONTRACTOR FOR VARIOUS EXTERNAL REPAIR / RENOVATION WORKS AT THE EMBASSY RESIDENCE

# Document-V Section-VIII

### **Bank Guarantee Proforma for Performance Security**

6. This guarantee shall be governous	verned and construed in accordance with the laws of the
(Name of the Country)	and is governed by the United Rule for Demand
Guarantee (URDG) (ICC Publicatio	on No.758) and shall be subject to exclusive Jurisdiction o
the (Name of the Country)	Courts.
Date:	Place:
Name:	Signature: