

Embassy of India  
Manila

No. Mani/Admn/862/04/2021

24<sup>th</sup> May, 2021

**NOTICE INVITING TENDER**

Embassy of India in Manila invites sealed tenders from reputed firms for re-construction of bamboo fence of the Embassy Residence located at 513, Buendia Avenue Extension, North Forbes Park, Makati City, Metro Manila.

2. The tender document can be downloaded from Mission's website: <https://www.eoimanila.gov.in> and from CPP Portal: <https://www.eprocure.gov.in> from 25 May, 2021 to 14 Jun, 2021 (0930 hrs to 1730 hrs). No fee will be charged for the tender documents.

3. The interested firms/agencies have to submit their tenders in two bid system i.e. (i) Technical Bid and (ii) Financial Bid. Tenders are to be submitted to the Head of Chancery, Embassy of India, Manila at 2190, Paraiso Street, Dasmariñas Village, Makati City, Metro Manila. All the necessary documents including those in support of eligibility criteria etc. (except the Financial Bid) are to be submitted along with the Technical Bid in a sealed envelope. The Financial Bid must be submitted in a separate sealed envelope. No bid(s) will be accepted after the expiry of stipulated date and time for the purpose under any circumstances. Interested firms may send their representatives for inspection of the site and ascertain actual scope of work by prior appointment (contact person: Mr. Sachin Dorela, Assistant Section Officer (Admn), Telephone: 8 8430101/02 Ext. 508) before submitting sealed bids.

4. The Embassy reserves the right to reject any or all bids/offers without giving any notice or assigning any reason thereof. The decision of the Embassy in this regard will be final and binding upon the bidders.

5. The important schedules and dates are as under:

S. No.	Key event	Dates
1.	Tender publish date	25 May, 2021
2.	Bid submission start date	25 May, 2021
3.	Bid submission end date	14 Jun, 2021 by 1730 hrs
4.	Opening of technical bids	15 Jun, 2021 by 1500 hrs
5..	Opening of financial bids	Date to be intimated later (only to technically qualified bidders)

6. Queries, if any, may be addressed to the undersigned at [hoc.manila@mea.gov.in](mailto:hoc.manila@mea.gov.in).

Sd/-  
(Manisha Swami)  
Counsellor (Pol) & HOC  
Tel: (632) 88173665

## **TERMS AND CONDITIONS**

1. The tender shall be neatly arranged, plain and intelligible. Each page of the tender should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the tender. The conditional tender will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.
2. Bid is open only to firms duly recognized/registered with Government of Republic of the Philippines and which have carried out similar works for reputed clients viz. International organization, Diplomatic missions, etc. The bidder shall submit documentary evidence in respect of their technical capabilities and experience in providing of similar services.
3. Any tender received by the Embassy after the deadline for submission of tenders will not be accepted.
4. The firms concerned will be fully responsible for the safety and insurance of its employee.
5. In case of any ambiguity/dispute in the interpretation of any of the clauses in this tender document, Embassy's interpretation of the clauses shall be final and binding on all parties.
6. The Embassy reserves the right to terminate the contract at any point of time during the tenure of contract if the services are not found satisfactory or the contractor dishonors the contract. Decision of the Embassy in this regard shall be final and binding upon the contractor.

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## GENERAL CONDITIONS OF CONTRACT

### 1. **Prices**

- a) Price quoted by the bidder and agreed to by the Embassy of Manila, Manila shall be considered final and no price escalation will be permitted thereafter.
- b) Bidders must quote the price in the format given in Contract price schedule at Annexure-III of this document.
- c) All prices are to be quoted in Pesos only.

2. **Validity of Bids** - The Bid shall remain valid for a period of 90 (Ninety) days from the date of the opening of the bid or up to any mutually extended period.

3. **Taxes and duties:** The bidder should submit their quote indicating lump-sum fees for the whole work, inclusive of VAT.

4. **Completion of work:** The work is to be completed within 30 (thirty) working days after award of the work order.

5. **Defects Liability Period** will be 06 (Six) months from date of completion of work. 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.

6. **Earnest Money Deposit:** Prospective bidders shall deposit an amount equal to 05% of the bid value with the Embassy as Earnest Money Deposit (EMD). This can be in the form of a cheque, bank draft or banker's cheque in favour of 'Embassy of India, Manila. EMD shall be submitted in a separate sealed envelope. EMD shall have to remain valid for a period of 45 days beyond the final bid validity period. The EMD received from unsuccessful bidders will be returned to them after finalization and award of contract. EMD of the successful bidder will be returned after submission of the Performance Bank Guarantee by him.

7. **Performance Security:** 03% of the contract value shall be submitted in the form of a Bank Guarantee within 07 days of award of contract/order. The Bank Guarantee should be valid for a period of 30 days beyond the stipulated date of completion of work.

8. **Retention Money:** 05% of accepted contract value to be deducted from the running bills, 50% of this retention money shall be released upon completion of work and remaining 50% at the end of Defect Liability period.

9. **Liquidated damages:** 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 accepted tender cost.

10. **Forfeiture of EMD:** The EMD shall be forfeited in the following cases:
- a) If the bidder withdraws the bid during the period of bid validity specified in the tender.
  - b) If the successful bidder fails to furnish the 'Letter of Acceptance', in writing, within 07 days of award of contract/order.
  - c) If the successful bidder fails to furnish the Performance Guarantee, within 07 days of award of contract/order.

11. **Force Majeure:** Embassy of India, Manila may consider relaxing the penalty and work requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquake, floods, storms, etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

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**SCOPE OF WORK**

1. Re-construction of bamboo fence by replacing the existing damaged and/or missing natural bamboos with synthetic bamboos of similar size / length covering the entire perimeter (approx 160m) of the building excluding the front side;
2. Installation of metal frame for synthetic bamboos;
3. Provision of all necessary material, transportation and labor for the said work;
4. Any other related works as necessary caused due to above works;
5. Clearance/removal of debris and haulage from site;

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

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**TECHNICAL BID**

1.	Name of the company	
2.	Registered address of the company	
3.	Contact details a) Telephone No. b) Mobile No.	
4.	E-mail IDs	
5.	Registration Certificate, Business Permit etc (copies of documents to be enclosed)	
6.	Experience details	
7.	Any other information/document which you consider necessary to furnish	

**UNDERTAKING**

- a) I, the undersigned certify that I have gone through the terms and condition mentioned in the tender document and undertake to comply with them.
- b) The rates quoted by me are valid and binding upon me for the entire period contract.
- c) I hereby had undertaken to render the service as per direction given in the tender document.

Date:

Place: Manila

Signature and seal of the company

**FINANCIAL BID****FORMAT FOR SUBMITTING THE QUOTATION FOR RE-CONSTRUCTION OF  
BAMBOO FENCE OF THE EMBASSY RESIDENCE**

Embassy of India, Manila

Tender No. Mani/Admn/862/04/2021

Date:

Price Schedule:

<b>S. No.</b>	<b>Area</b>	<b>Work detail</b>	<b>Quality of materials</b>	<b>Amount (in Pesos)</b>
1.	<ul style="list-style-type: none"> <li>• Re-construction of bamboo fence by replacing all existing damaged and/or missing natural bamboos with synthetic bamboos of similar size / length covering the entire perimeter (approx 160m) of the building excluding the front side;</li> <li>• Installation of metal frame for bamboos;</li> <li>• Provision of all necessary material, transportation and labor for the said work;</li> <li>• Any other related works as necessary caused due to above works;</li> <li>• Clearance/removal of debris and haulage from site;</li> </ul>	As per tender document	As indicated during site visit.	
			<b>Total</b>	
			<b>12% VAT</b>	
			<b>Grand Total</b>	

Name of the company:

Address of the Company for correspondence/contact details:

Note 1: The above quoted prices are complete in all respect as per Scope of work mentioned in Annexure-I.

2. Certified that rated quoted for the above work are as per details, terms and conditions mentioned in the tender document.

Yours faithfully,

(Signature of authorized signatory)  
Name & Designation:  
Company seal: