

**Embassy of India
Manila**

No. Mani/Admn/862/04/2022

04 November 2022

Notice Inviting Tender

Subject: Notice Inviting Tender for re-construction of driveway including garage area and adjoining corridor on eastern side of the periphery wall till garden area of Embassy Residence.

The Embassy of India, Manila invites sealed tenders from professional construction companies for re-construction of driveway including garage area and adjoining corridor on eastern side of the periphery wall till garden area of Embassy Residence at the following location:

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

Last date of submission of bids: 01 December 2022

Tender Documents

A. Technical Bid Documents :

- Annexure I : Instructions to bidders
- Annexure II : Scope of work
- Annexure III : Terms and Conditions of the contract
- Annexure IV : Technical Bid (Part-I) - Quality parameter for Construction Companies
- Annexure V : Technical Bid (Part-II) - Bid Security Declaration

B. Financial Bid Documents :

- Annexure VI : Financial Bid Proforma

Sd/-
(Nishikant Singh)
Head of Chancery
Embassy of India, Manila
2190, Paraiso Street, Dasmarinas Village,
Makati City, Metro Manila
Email: hoc.manila@mea.gov.in
Tel: +632 88441429

No. Mani/Admn/862/04/2022

Embassy of India

Manila

Instructions to Bidders (Annexure-I)

Subject: Notice Inviting Tender for re-construction of driveway including garage area and adjoining corridor on eastern side of the periphery wall till garden area of Embassy Residence.

Tenders are invited under two bid system viz. Technical Bid and Financial bid from the reputed professional construction companies on the subject.

2. The tender should be submitted in two sealed envelopes as below:
 - a) The first sealed cover superscripted as "Technical Bid" should contain details of technical capabilities of the firm (with documentary evidence i.e. firm registration paper, experience with other offices/organizations (as per **Annexure- IV**) and Bid Security Declaration (**Annexure-V**)
 - b) The second envelope superscripted "Financial Bid" should contain rates only as per **Annexure-VI**.
 - c) Both sealed covers should be placed in the main sealed envelope superscripted "**Tender for re-construction of driveway including garage area and adjoining corridor on eastern side of the periphery wall till garden area of Embassy Residence**" addressed to the Head of Chancery, Embassy of India, Manila at 2190, Paraiso Street, Dasmariñas Village, Makati City, Metro Manila and must reach on or before 01 December 2022 by 1730 hrs. Bids may be hand delivered or sent by courier/post at the aforementioned address so as to reach on or before the prescribed date and time. The Embassy will not be responsible for any postal delay.
3. The Embassy reserves the right to amend any of the terms and conditions contained in the tender document or reject or all bids without giving any notice of assigning any reason thereof. The decision of Embassy in this regard will be final and binding upon all the bidders.
4. Bidders are requested to go through the terms & condition of the contract (**Annexure-III**).

5. The important schedule and dates are given below:

S. No.	Key event	Dates
1.	Tender publish date	4 November 2022
2.	Clarification (Start Date)	4 November 2022
3.	Clarification (End Date)	9 November 2022
4.	Bid submission start date	10 November 2022
5.	Bid submission end date	1 December 2022 till 5:30 PM
6.	Opening of technical bids	To be intimated later
7.	Opening of financial bids	Date to be intimated later (only for technically qualified bidders)

6. For any tender related enquiry/clarification/site visit, please contact the undersigned by email hoc.manila@mea.gov.in or by phone at (+632 88430101/02).

7. All bidders are requested to read and understand the terms and conditions of the contract before submitting their bids. All bidders are encouraged to undertake ocular/inspection of the site and understand the work as per the Scope of Work at Annexure-II of this tender document. No change or violation of aforementioned terms and conditions is permissible once the bid is accepted by the Embassy.

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Scope of work

Following is the scope of work at Embassy Residence located at 513, Buendia Avenue Extension, North Forbes Park, Makati City, Metro Manila:

1. Removal of existing structure at the including garage area and adjoining corridor on eastern side of the periphery wall till garden area and re-constructing the entire area with preparation of floor and tiling as per the Embassy approved tile design;
2. Re-constructing planting/flower bed area along the main driveway with the Embassy approved design;
3. Supply and install floor tiles at the front entry of the Embassy Residence;
4. Repair & smoothen the concrete canopy ceiling and paint it with Embassy approved painting at the front entry of the Embassy Residence;
5. Removal of existing stone wall and replace it with Embassy approved tile design at the front entry of the Embassy Residence;
6. Removal of two existing iron gates and replace them with two new iron gates with Embassy approved design;
7. Raise the height of front perimeter wall of the residence by 30 cm and installation of iron mesh on the top;
8. Any other related electrical, plumbing and masonry works as necessary caused due to above works;
9. Clearance/removal of debris and haulage from site.
10. Any other related work

Note: All access permits/health compliance for material and personnel and associated cost for carrying out above work in the Forbes Park would be sole responsibility of the contractor. The financial bids should include cost of material including tiles, labour, machine, equipments etc and their mobilization as well as required permit from Forbes Park Authority; incidental expenses and other related expenses. It should be factored in the quoted amount in the financial bid. The bidders are advised to undertake ocular and inspection, prior to the submission of their bids and clarifications may be sought during the inspection/ocular. Three dimensional design of the proposed work to be submitted along with the technical bid.

Terms and Conditions

1. The Embassy of India, Manila (hereinafter referred to as Embassy) shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial tender. The lowest price criteria shall be applied on the total.
2. The bidder shall submit a Bid Security Declaration (**Annexure-V**). 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.
3. Price quoted by the bidder in their financial bid and agreed to by the Embassy shall be considered final and no price escalation will be permitted thereafter. Bidders must quote the price in the format given at **Annexure-VI** of this document. All prices are to be quoted only in Pesos, inclusive of VAT.
4. 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.
5. The successful bidder, on award of contract, must send the contract/ acceptance in writing within 07 days of award of contract, otherwise the contract will be awarded to the next successful bidder i.e. L-2.
6. The bid will remain valid for a period of 180 days.
7. Compliance with labour regulations/laws of the Philippine Government will be the sole responsibility of the company. They shall comply with all the requirements of taxes, fee and other statutory payment as are required by the concerned authorities. The Embassy will have no responsibility, whatsoever, in this regard.
8. The company shall at all time follow the lawful instructions as given by the Embassy or its authorized representatives with regard to functioning of the workers.
9. The company is prohibited from subletting/outsourcing the job to any other agency.
10. The company is liable for penalty, as deemed fit by the Embassy in case it fails to provide desired service or breaches the contract. 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 dishonours the contract. Decision of the Embassy in this regard shall be final and binding upon the contractor.
11. The work is to be completed within 30 working days after award of the work order.

12. Physical damages, if any, caused to the property of the Embassy during the carrying out of the work, would have to be mandatorily paid by the contractor. In case of non-payment, the said amount will be deducted from the payment due for the contractor. The amount of payment to be made for the said damage will be decided by the Embassy only.

13. **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.

14 **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.

15. The service providers are hereby clearly informed that fulfilment of conditions, as mentioned in Annexure III, is mandatory and these are our critical minimum requirement and any inability to meet any or all of these would make them liable for rejection at the technical bid stage itself.

TECHNICAL BID

PROFORMA TO BE FILLED UP AND SUBMITTED IN THE BID (IN ENGLISH)

1.	Name of the Bidding Agency/Company	
2.	Address of the Bidding Agency/Company	
3.	Contact details of the Bidding Agency/ Company	

QUALITY PARAMETERS FOR CONSTRUCTION COMPANIES

S. No.	Item/ Description	Response*
1.	Provide the list of other clients to whom the company is serving in Philippines as well as in other countries, if any.	
2.	Submit a brief of past experience, service history and achievements of the company.	
3.	Submit evidence of registration of the company under relevant statutory regulations such as labour laws, SEC registration etc.	
4.	Three dimensional design of the work as per the Scope of Work indicated in the Annexure-II of this Tender Document is enclosed	

* Responses shall be filled in the given column and relevant documents shall be enclosed with the technical bid. In case of partial fulfilment, the bidder is required to mention which conditions cannot be fulfilled. It may be noted that non submission of required documents as indicated above would make the service provider liable for rejection at the technical bid stage only.

Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

(Signature of the authorized signatory)

Dated _____

Name and address of the Agency/Company _____

Seal of the firm

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Bid Securing 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 honour the contract, 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:
Name:

Place:
Signature:

FINANCIAL BID

PROFORMA TO BE FILLED UP AND SUBMITTED IN THE BID (IN ENGLISH)

1.	Name of the Bidding Agency/Company	
2.	Address of the Bidding Agency/Company	
3.	Contact details of the Bidding Agency/ Company	

Price Schedule:

S. No.	Work description	Quality of materials	Amount (in Pesos)
1.	As per the Scope of Work indicated in the Annexure-II of this Tender Document.	As indicated during site visit	
Total			
12% VAT			
Grand Total			

Declaration

I hereby certify that the information furnished above is full and correct to the best of my knowledge. The quoted unit price (monthly) includes all material costs; labour mobilization costs; payments to Forbes Park Authority (FPA) for securing required work permits and all related expenditures. I further certify that wage and mandatory contributions as per the extant provision of the Government of the Philippines will be paid to all the employees/workers who would be working on this project.

(Signature of the authorized signatory)

Dated _____

Name and address of the Agency/Company _____

Seal of the firm