

**EMBASSY OF INDIA
YANGON**

**Tender for Supply, Installation, Testing & Commissioning of
40 KVA Diesel Generator Set under Buy Back of 27 KVA
DG Set for Embassy of India, Yangon**

(Part-I)

TECHNICAL BID

(Section A to O)

Name of the firm	
Registered Office Address Telephone No. Email Fax	
Correspondence/ Contact Address	
Details of Contact Person(Name, designation, address, mobile no., email)	
Registration No. & Date of Incorporation of Company (Please attach a copy incorporation certificate):	
Type of Firm (whether PSU/ Proprietary/ Partnership etc.)	
Whether manufacturer / authorized distributor /supplier [letter from manufacturer to be submitted]	
Whether maintenance, service facilities and spare parts of the generator of said brand are available in Yangon	

Signature of Contractor/bidder

(Name of the contractor/bidder of the firm authorised to sign with seal)

Date: _____

**EMBASSY OF INDIA
YANGON**

Part- I

COMMERCIAL TERMS & CONDITIONS

A. Form of Tender

To,
Deputy Chief of Mission
Embassy of India,
Yangon, Myanmar

Dear Sir,

Having examined the specifications, and schedule of quantities relating to the works specified in tender document hereinafter set out and having visited and examined the site of the works specified in the said document having acquired the requisite information relating there to as affecting the tender, we hereby offer to supply and execute the works specified in the said tender document, within the time specified at the rates mentioned in the attached schedule of quantities and in all respects with the specifications, designs and instructions in writing referred to in conditions of tender.

a	Description of work	Supply ,installation ,testing and commissioning of 40 KVA DG set Under Buy Back of 27 KVA DG Set with acoustic enclosure and accessories
b	Earnest Money	US\$500 (US Dollar Five Hundred Only)
c	Time allowed for completion of the work from tenth day after the date of written order to complete work commission final operations.	3 months. In case of delay, penalty of 0.10% per day will be imposed.

2. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and conditions of the tender so far as they may be applicable.

3. We have deposited a sum of **US\$500/-** as earnest money to Embassy of India, Yangon Account No. **1-DA-02-90278 (FC Account)** maintained with MFTB, Yangon. The amount shall not bear any interest. Should we fail to execute the contract when

called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Embassy of India.

4. We are enclosing herewith list of our clients with complete details as per the Embassy's proforma.

5. The Tender is submitted in two parts in separate sealed envelopes. **Part-1** contains all commercial terms and conditions and technical particulars and **Part-2** contains only the Price/Financial Bid in the Embassy's proforma.

6. We have visited the site and gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.

Regards,

Yours faithfully

Signature of Contractor/bidder
(Name of the contractor/bidder of the firm authorised to sign with company seal)

Date:_____

(Signatures, Name, addresses, Mobile No. of witnesses)

**EMBASSY OF INDIA
YANGON**

Proforma

B. LIST OF CLIENTS

**(To whom works of similar scope each costing not less than
US\$30,000 have been completed in the last 5 years)**

SI No.	Details	Name of the Client [1]	Name of the Client [2]	Name of the Client [3]
01	Address, fax and telephone numbers			
02	Project name, location and address			
03	Brief details of the work [Please enclose copy of Work / Purchase Order]			
04	Value of work as completed			
05	Date of award of contract			
06	Date of completion of work			
07	Details of Service & Maintenance Work			
08	Testimonials	As many clients		

C. TERMS & CONDITIONS

1. Only those OEM's (Original Equipment Manufacturers) and authorised dealers/suppliers of Silent DG Set, who have minimum 5 years of experience in the field of undertaking similar works for Government/Banks/Reputed Companies and who fulfill the following pre-qualification criteria are eligible to participate in tender:

- (a) Minimum 5 years of experience in undertaking similar nature of works
- (b) Minimum yearly turnover of at least **US\$60,000.00** during last 3 financial years supported by audited financial statements.
- (c) Service and Maintenance facilities of said brand in Yangon.
- (d) Strong testimonials on service guaranty by clients in Myanmar.
- (e) Replacement Guarantee of 1 year. The vendor shall replace the DG Set in case of any major problem occurs within 1 year from the date of handing over of DG Set.

2. Bidders should submit copies of 3 Work Orders indicating scope and value of Purchase Orders for the supply & Installation of Silent DG Sets and completion certificate for the qualifying works.

3. Bids submitted by a firm who is found to be not satisfying the above criteria will be rejected.

4. The bidders should inspect the site on any working day before submitting the bids.

5. The last date of submission of sealed bid offer as mentioned above is **03.05.2018 (1200 hrs)**. The sealed envelope addressed to **Head of Chancery, Embassy of India, 545-547 Merchant Street, Yangon** may be submitted at the Reception during the working hours on or before the last date & time.

6. In the first stage, only technical bids will be opened for evaluation and Financial Bids of only those bidders whose technical bids are acceptable/ qualified will be opened after evaluation of technical bid. The representatives of the bidders, if they wish, may remain present while opening of the technical bids and financial bids.

7. All the pages/documents of the bid should bear the signature of the bidder with date. All the entries by the bidder should be in one ink & legibly written. Any over-writing corrections & cuttings should bear dated initials of the bidder. Corrections should be made by writing-again instead of shaping or over-writing.

8. Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final.

9. Embassy of India, Yangon reserves the right to reject or accept any or all application(s) without assigning any reasons and to restrict the list of pre-qualified agencies to any number deemed suitable by it. Bids incomplete in any form is liable to be rejected outright.

10. Finalization of any bid is the sole discretion of the Embassy of India, Yangon. Embassy of India, Yangon reserves the right to modify the tender document or any other condition.

D. INSTRUCTIONS FOR SUBMISSION OF BID

1. Bid should be submitted in Two covers system viz; separate sealed **Envelope-1** for Technical Bid and **Envelope-2** for Price Bid. Both Technical & Price bid envelopes should be placed in one larger envelope duly superscribing the name of the work "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KVA DIESEL GENERATOR SET UNDER BUY BACK OF 27 KVA DG SET FOR EMBASSY OF INDIA, YANGON" written prominently. The full name, postal address and phone/ Fax of the Bidder shall be written on the bottom left hand corner of each of the sealed envelopes. Further, envelopes containing each part shall be superscripted as under:-

Envelope -1 : Technical Bid.

Envelope- 2 : Price Bid.

2. The ORIGINAL bid shall be duly marked on the Envelopes. PRICE BID NEEDS TO BE SUBMITTED WITH ORIGINAL BID ONLY.

3. **Envelope –1:** The first cover shall be submitted along with the following documents and the cover should be superscripted with "**ENVELOPE-1: TECHNICAL BID FOR** "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KVA DIESEL GENERATOR SET UNDER BUY BACK OF 27 KVA DG SET FOR EMBASSY OF INDIA, YANGON".

4. The technical proposal shall include the following for evaluation of technical bids:

- a) EMD (Earnest Money Deposit) / Bid Security (US\$500/-) (to be enclosed with ORIGINAL bid).

- b) Information and documentary proof of experience, financial resources etc.
- c) Declaration as required as per instructions to Bidders.
- d) Copy of Original bid document duly filled in and completed in all respects except prices, signed with rubber seal on each page as a proof of acceptance.
- e) Signed declaration stating that no alteration has been made in any form in the downloaded tender document.
- f) Signed declaration stating that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- g) Declaration stating the acceptance of payment terms of "General Conditions of the Contract".
- h) Copy of Duly filled "Tender Form".
- i) Copy of Bidders company Registration Certificate
- j) Copy of background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field.
- k) Copies of similar Work orders / performance certificates / job completion certificates for each individual item for which the bid is submitted, issued by the client during the past 3 years, for evaluation of financial & technical capabilities of the bidders. Work orders / performance certificates / job completion certificates shall be in the name of bidder only.
- l) Undertaking to commence the work as per tender document.
- m) The bidder shall furnish the details of Bank account for release of payment through electronic fund transfer system.
- n) The Envelope-1 shall not contain any information on price. Bids containing price in Envelope-1 will be liable for rejection.
- o) **Envelope-2:** The second cover shall be submitted along with the following documents and the cover should be superscribed with "**ENVELOPE-2: PRICE BID (Price Bid) FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KVA DIESEL GENERATOR SET UNDER BUY BACK OF 27 KVA DG SET FOR EMBASSY OF INDIA, YANGON**" and shall contain; Schedule of Prices duly filled in the specified form, i.e. "Bill of Quantities", It may please be noted that this part shall not contain any terms, conditions or deviations. Any condition given in the price bid (Envelope-2) will

be a sufficient cause for rejection of bid. Prices quoted by the Bidder shall remain firm and fixed and valid till the validity time.

E. SCOPE OF WORK

1. The scope of work of the bidder in brief is enumerated below:

- (a) Supplying, installation, testing and commissioning of DG Set **(40 KVA)** complete with acoustic enclosure, circuit breaker, 24V battery pack, base fuel tank, display screen with analogical values and **AMF panel**.
 - (b) All Civil Works, **if required** for the preparation of Platform (PCC foundation of appropriate size at least 9 inches above the ground, length and width of the Foundation should be atleast 200mm to 400mm more than that of the DG set size to ensure the least vibration, foundation must be rigid) necessary for the installation of the Silent DG Sets.
 - (c) Proper earthing required for the installation of Silent DG Sets and protection of equipment and Human being. Copper/GI plate earthing with Copper/GI plate of minimum size 600*600*3 mm and Copper/GI strip of size 25*3 mm laid in ground at a depth of 12 feet complete with Charcoal, Salt and Manhole cover etc.
 - (d) Supply, installation and testing of Changeover and other electrical fittings, cables etc. required for the installation of DG Sets
 - (e) Arrangement of equipment, tool and tackles and scaffolding material for installation of the equipment at site at the cost of bidder.
 - (f) Required quantity of lubricant and coolant are to be arranged by bidder at the cost of bidder till commissioning and handing over the system and during the guarantee period of one year.
 - (g) Submission of guarantee certificate and test certificates of the manufacturer.
 - (h) Installation of exhaust pipes with suitable insulation up to the required level of the building as required by the concerned statutory authorities.
 - (i) Cleaning and removal of all unused / wastage material from the site immediately after handing over the equipment.
2. The existing **27 KVA DG** set has to be dismantled and taken away by **offering a buy back** for value for the same.

3. The bidder shall, at their own expense, arrange for safety provisions as per safety codes and Rules, Regulations and Laws as may be applicable, in respect of all labour, directly or indirectly employed in the work.
4. The bidder shall not assign the contract or any part thereof without the prior written consent /approval of the Embassy of India, Yangon.

F. DOCUMENTATION

2 set of following documents shall be provided by the manufacturer / supplier with the following:-

- O& M Manual of Diesel Engine
- Spare parts list of Diesel Engine
- Test Certificate of Diesel Engine
- Test certificate of Alternator
- Test Certificate of D.G. Set

G. EARNEST MONEY DEPOSIT (EMD)

1. The Earnest Money Deposit (EMD) of **US\$500/- (US Dollars Five Hundred only)** is to be deposited with Embassy's following account:

Name of the Account : Embassy of India, Yangon

Account No. : 1DA-02-90278 (Foreign Currency Account)

**Name of the Bank : Myanma Foreign Trade Bank, Merchant Street
Branch, Yangon, Myanmar**

Original Credit Slip/Deposit Slip issued by the bank has to be submitted along with the Technical Bid as a proof of depositing EMD.

2. The EMD shall be **forfeited** in case:
 - (a) The bidder withdraws its offer during the period of tender validity.
 - (b) After submission of bid, the bidder fails to honour the order or refuses to comply with any or all terms and conditions as mentioned in the tender document.
3. The EMDs of the unsuccessful bidders will be refunded without any interest after awarding of bid to successful bidder. **EMD of successful bidder will be returned after retention of Performance Guarantee.**

H. PERFORMANCE GUARANTEE

1. Five percent (5%) of PO value will be retained as Performance Guarantee for the entire period of replacement guarantee of 1 year from the date of handing over the DG Set. This amount will be released on completion of guarantee period.
2. The losses to the Embassy, if any, which are directly attributable to the firm shall be deducted from the bills /adjusted from the performance guarantee.

I. VALIDITY OF BID

1. The offer should be valid for a minimum period of **120 days** from the date of opening of technical bid.

J. PRE-DISPATCH INSPECTION

1. Pre-Dispatch Inspection of Silent DG Sets shall be carried out by a team of Officers nominated by Embassy of India, Yangon at the office/factory of the Seller wherever situated in Myanmar prior to delivery of the item to ascertain that the item to be delivered are as per ordered technical specifications and of the acceptable quality. A set of all the diagnostic tools and techniques to test Silent DG Sets shall be provided by the vendor to the team of Officers sent by Embassy of India, Yangon alongwith the physical inspection and testing schedule prior to inviting Embassy of India, Yangon for inspection and testing of the items at the vendor's office/factory. The items must be as per ordered technical specifications or higher technical specifications only. No incomplete systems will be accepted under any circumstances. The systems should also contain same subsystems (brand/make) as quoted in the tender.
2. Failure to fulfill any of above mentioned conditions will lead to the rejection of the items during inspection and acceptance testing of the items.
3. If at any stage during Pre-Dispatch Inspection, it is found that ordered items are not ready or not of acceptable quality, Embassy reserves the right to cancel the Purchase Order and forfeit the Earnest Money Deposit.
4. Vendor has to get Pre-Dispatch Inspection of all Items conducted within 6 weeks of the placement of Purchase Order. Delivery of all items to be completed within next 2-3 weeks. The installation of all the items in the respective sites will have to be completed satisfactorily within twelve weeks from the date of issue of the purchase order to the vendor failing which the Purchase Order may be cancelled.
5. The Embassy reserves the right to reject any items supplied against the purchase order, if found not working satisfactorily at the time of installation at site(s). The rejected items, if any, shall have to be taken back and replaced by good quality items forthwith at the cost of the supplier. No payment will be made for the rejected item(s).

K. PAYMENT SCHEDULE:

1. 50% of total amount after dispatch of DG Set from the premises of the manufacturer/seller.
2. 45% after successful testing and successful commissioning the DG set.
3. Remaining 5% will be released on completion of replacement guarantee period of 1 year from the date of handing over of DG set.
4. The bills complete in all respect should be presented to the Embassy and payment of the bills will be made after scrutinizing and verifying the bills within a period of 15 days from the date of receipt of the bills.
5. Payment will be made in US Dollar by bank transfer only. Successful bidder shall provide Bank Details along with the bills.

L. FORCE MAJEURE :

1. Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

M. ARBITRATION AND LAWS :

1. In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Institute and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1944 and the venue of arbitration shall be at Yangon, Myanmar only. The resolution of the Arbitrator shall be final and binding on both the parties. The parties will not have recourse to Civil Court to settle any of their disputes arising out of this agreement except through arbitration.

2. The work under this Contract shall continue during Arbitration proceedings and no payments due from or payment by the Embassy shall be withheld on account of such proceedings except to the extent which may be in dispute.

N. TECHNICAL PARTICULARS

SI No.	Item Description	40 KVA DG Set (offered)
1	Engine Make Model Number Type Type of cooling system Type of silencer Fuel tank capacity Shaft HP at 1500 RPM Type of Governor Fuel consumption at full load/hour	
2	Alternator Make Model Number Frame Size Rated Voltage Capacity in KVA Excitation % Regulation Type of Enclosures Class of insulation for winding	
3	Batteries	

	<p>Make</p> <p>Voltage</p> <p>Capacity in Amp. Hour</p> <p>Whether stand included or not</p>	
4	<p>Coupling</p> <p>Type</p> <p>Whether guard provided or not</p> <p>Whether base plate is included or not</p>	
5	<p>Dia of exhaust Pipe</p> <p>- Thickness of exhaust Pipe</p> <p>- Thickness and type of</p> <p>- Exhaust pipe insulation</p>	
6	<p>List of tools normally supplied with the engine & alternator, free of cost. (Please enclose details in separate annexure)</p>	
7	<p>List of spares normally supplied along with the engine & alternator, free of cost. (Please enclose details in separate annexure)</p>	

O. CHECK LIST

SI No.	Description	Embassy's term	Whether acceptable or not
01	Validity of offer	Shall be valid for 120 days from the date of opening of financial bid	
02	Earnest Money Deposit	Shall deposit US\$500/- to Embassy's Bank A/c with MFTB, Merchant Street, Yangon branch and submit original Credit/Depost slip along with technical bid	
03	Completion Period	3 months from 10 th day after the date of issue of Purchase Order	
04	Guarantee	All equipment shall be guaranteed for a period of one year from the date of Handing over. Please indicate service facility available at Yangon	
05	Terms of Payments	(a) 50% after dispatch of DG set from the premises of manufacturer / seller (b) 45% after successful testing and commissioning the DG set. Remaining (c) 5% will be released on completion of guarantee period of 12 months.	
06	Testing of DG set	As per para 'J' of tender document	

Signature of Contractor/bidder

(Name of the contractor/bidder of the firm authorised to sign with company seal)

Date:_____

Note: - Please indicate Yes/No against the items. If No, please indicate the deviation from the stipulated clause.

**EMBASSY OF INDIA
YANGON**

TENDER No. YAN/ADM/885/02/17

09.04.2018

**Tender for
Supply, Installation, Testing & Commissioning of
40 KVA Diesel Generator Set under Buy Back of 27 KVA
DG Set for Embassy of India, Yangon**

(Part-II)

PRICE BID

Name of Tenderer _____

Address _____

Telephone No. _____

E-mail _____

Date of Submission _____

**EMBASSY OF INDIA
YANGON**

**Supply, Installation, Testing & Commissioning of
40 KVA Diesel Generator Set under Buy Back of 27 KVA
DG Set for Embassy of India, Yangon**

(Part-II)

TENDER No. YAN/ADM/885/02/17

09.04.2018

SCHEDULE OF QUANTITIES

SI No.	Description	Quantity	Rate in USD	Unit	Amount in USD
01	<p>Supply, installation in position, testing, commissioning and handing over of a diesel generator set of capacity of about 40KVA, 3 phase, 415 volts, 50Hz (200KW at 0.8 PF lag) complete with diesel engine, with radiator, (water cooled) along with self starting device, batteries, battery charger, engine panel, base frame, anti-vibration mounts, diesel tank, AMF control panel and all connected accessories including standard set of tools and spares (to be supplied free of cost) complete as described in detailed technical specifications. The amount quoted shall be inclusive of following:</p> <p>(a) Basic rate (b) Cost of transport and storage cum erection (c) Charges for erection, testing and commissioning of the DG set along with power panel etc. including obtaining approval from statutory authorities, if any (d) Cost of consumable like diesel, lubricant oil etc. for testing and commissioning</p>	01 set		One	

	of the set (approx.16 hours)				
02	Supply and laying of 31/2C x 400 sq.mm. PVC armoured aluminum conductor cable to be laid on wall/ceiling/trench with required materials complete as directed between alternator terminals and AMFcontrol panel etc. complete as per specifications and as directed	Indicate requirements		Per metre	
03	Termination of above 31/2 C x 400 sq.mm PVC cable with required materials such as aluminium lugs,heavy duty compression type brass gland, insulating tapes, chromium plated nut and bolts etc. complete, if required	Indicate requirements		Each	
04	Supply and laying of 31/2C x 400 sq.mm.PVC armoured Aluminium conductor cable to be laid on wall/ceiling/trench with required materials complete as directed between main ACB terminals (Substation) and AMFcontrol panel (DG Room) etc. complete as per specifications, if required	Indicate requirements		Per metre	
05	Cost of providing Earth Station with Copper Plates 600 x 600 x 3.14 mm embedded at least at a depth of 12 feet and filling of alternate layers of charcoal,salt and making a 300 mm x 300 mm chamber(brick masonry) with chequered MS sheet cover,funnel,water pipe including supply & laying of 25 mm x 3 mm	Indicate requirements		Each	

	Copper Earth Strip up to the test point, if required				
06	Supply and Fixing of 25 mm x 3 mm Copper Earth Strip with required materials such as brass clamps, screws, spacers and with riveted joints and connections with chromium plated nut and bolts complete, if required	Indicate requirements		Per Metre	
07	Supply and installation of insulated MS exhaust piping of suitable dia for 40 KVA DG set as recommended by the manufacturer of the diesel engine with thermal insulation by using glass wool and covering with aluminium sheet complete with required materials such as supports etc.as directed (NB – size of the pipe proposed may be please be indicated). Size -----mm dia, if required	Indicate requirements		Per metre	
08	Fabricating, providing and installing at site acoustic enclosure suitable for 100 KVA DG set for item no.1 as per specification indicated in tender part-I, if required	Indicate requirements		Each	
09	Rebate for Dismantling / removing and taking away (buy back) of existing 27 KVA DG set with Engine, Alternator, Fuel Tank, Electric Panel ,Batteries etc.	Lump sum	(-)	Lump sum	(-)
10	New ATS Panel, if required (..... AMP may be indicated)				
	TOTAL IN FIGURE				
	TOTAL IN WORDS				

10	<p>AMC per annum valid for the first year after the guarantee period of one year is over,</p> <p>(a) Comprehensive with spares</p> <p>(b) Without spares</p> <p>Annual Maintenance Contract amount shall be paid on half yearly basis on rendering satisfactory service Per Annum</p>				
	TOTAL IN FIGURE				
	TOTAL IN WORDS				

Declaration

1. This is certified that the rates quoted above are not more than the rates charged from any other Institution / Department / Organization.
2. I / We have gone through the terms & conditions stipulated in the tender document and confirm to abide by the same.
3. No other charges would be payable by the Institute.

Signature of Contractor/bidder
(Name of the contractor/bidder of the firm authorised to sign)

Place:

Date:

[NOT TO MENTION PRICE OR AMOUNT IN TECHNICAL BID DOCUMENT]