

**YAN/ADM/872/01/2024**  
**Embassy of India, Yangon**  
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**NOTICE INVITING TENDER**

Embassy of India, Yangon invites Tender under two bid system from registered and authorized firms/agencies for awarding work of **“Making four office space/room with sound proof partitions/wall”** at Embassy of India, Chancery Building , 545-547, Merchant Street, Yangon, Myanmar

2. The tender document can be downloaded from the websites <http://www.eoiyangon.gov.in>, <http://www.eprocure.gov.in/epublish/app>, from 29/04/2024 onward. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted in the website of the Embassy of India, Yangon, as given above.

3. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as **“Technical Bid”** and **“Financial Bid”**. Both sealed covers should be put in a separate single envelope superscribed as **“Tender No. YAN/ADM/872/01/2024 for Tender for “Making four office space /rooms with partitions/ sound proof wall” at Embassy of India, Yangon Chancery Building** and addressed to “The Head of Chancery, Embassy of India, Chancery Building , 545-547, Merchant Street, Yangon, Myanmar”. The envelope should then be dropped at the Reception of the Embassy of India, Yangon at the address given above. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (20/05/2024 till 1700 hrs) under any circumstances.

4. The Earnest Money Deposit (EMD) of USD 410/- (US Dollar Four hundred ten only) in the form of CASH/ Demand Draft only in favour of “Embassy of India, Yangon” is required to be submitted along with tender bids.

5. The Technical Bids will be opened on 21/05/2024 at 1600 hrs by a Committee authorized by the Competent Authority of the Embassy of India. The financial bids of only those bidders, whose Technical Bids are found qualified, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted between 1000 hrs and 1600 hrs from 30/04/2024 to 10/05/2024 on prior appointment basis to assess the job requirement/ quantum of work involved. For any queries, please write to [adm.yangon@mea.gov.in](mailto:adm.yangon@mea.gov.in) and [hoc.yangon@mea.gov.in](mailto:hoc.yangon@mea.gov.in).

6. **If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.**

7. The Competent Authority reserves the right to reject any or all the bids or cancel the tender, without assigning any reason and the decision of the competent authority of the Mission shall be final and binding.

Sd/-  
(Raj Kapoor)  
Head of Chancery  
Tel No +95-8251897  
26.04.2024



## **SECTION-2: DATES TO REMEMBER**

2.1 The crucial dates and time for the above tender would be as under:

S.No	Events	Date
1.	Notice Inviting Tender	29/04/2024 at 1700 hrs
2.	Pre-bid site visit between 1000-1600 Hrs (with prior appointment through email on <a href="mailto:adm.n.yangon@mea.gov.in">adm.n.yangon@mea.gov.in</a> ; <a href="mailto:hoc.yangon@mea.gov.in">hoc.yangon@mea.gov.in</a> )	30/04/2024 to 10/05/2024
3.	Starting date for submission of bids	30/04/2024 at 1000 Hrs
4.	Last date for submission of bids	20/05/2024 at 1700 Hrs
5.	Opening of Technical Bids	21/05/2024 at 1000 Hrs
6.	Opening of Financial Bids (of only those who qualify in technical bids stage)	To be decided by the committee

## **SECTION-3: MINIMUM ELIGIBILITY CRITERIA AND EARNEST MONEY DEPOSIT(EMD)**

3.1 The following shall be the Minimum Eligibility Criteria for selection of bidders at the technical stage of the bidding process:

a. **Legally Valid Entity:** The bidder/bidding firm should necessarily be a legally valid entity either in the form of a Limited Company or a Private Company or a firm having valid Trade License granted by the City Corporation to do the business.

b. **Experience:** The bidder/bidding firm shall have experience of Civil/Electrical/Painting/ Coating for Embassies/High Commissions/Government Ministries/Departments/Public Sector Companies/ Reputed Corporate Organizations/Multinational Companies.

### **3.2 EARNEST MONEY DEPOSIT**

(a) The Earnest Money Deposit of USD 410/- in the form of a CASH/Demand Draft issued by any reputed Bank drawn in favour of “Embassy of India, Yangon” has to be submitted along with the bid. The validity of the Demand Draft must be up to 6 (six) months from the last date for submission of bids.

(b) No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.

(c) Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the Embassy of India, Yangon.

(d) The bids without Earnest Money Deposit will be summarily rejected.

(e) No claim shall lie against the Client in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

(f) The bid security may be forfeited:

- (a) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
- (b) In case of successful bidder, if the bidder:
  - (i) fails to sign the contract in accordance with the terms of the tender document;
  - (ii) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
  - (iii) Fails or refuses to honour his own quoted prices for the services or part thereof.

(i) The EMD of unsuccessful bidders will be returned after 07 days of the award of the work to the successful bidder. The EMD of the successful bidder will be returned after receipt of Performance Bank Guarantee from the successful bidder.

#### **SECTION-4: SCOPE OF WORK**

4.1 The scope of work consists the following areas of the Embassy of India, Yangon:

- a) Partitions and making of four (4) Office Rooms. Framing for partition (Ground to Ceiling) (Making Hollow Framing of 1.4tk, 4"2'size). It should not be a permanent /concrete structure.
- b) Sound Absorbed (Installation of Glass wool sandwiched between the partition for sound absorbing purpose)
- c) 8 mm Partition work ( Making Gyproc partition, made of plaster of Paris. Joint covered with mesh tape to prevent crack)
- d) Painting works to Partition (Painting washable paint of high quality of Matt white color, Brand – Nippon Delux)
- e) Aluminum powder coated doors- all rooms (Making wooden texture aluminum coated door with locks and hydraulic)
- f) Electrical works (Installation of electrical sockets, lighting and Air condition points), Points for Internet, PAE and other Connections.

4.2 The contractor will not charge any additional cost in the name of space measurement, extra areas, etc. The contractor will procure direct color paint of approved shade and apply directly in the walls. No Mixing of colors will be allowed.

4.3 The Contractor will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.

4.4 The Contractor's job will also include removing of all debris arising in the process of all works like framing, painting etc including washing of floor to remove stains of paint, at no extra cost.

4.5 Contractor, if he so desires can visit the site and see the actual surfaces of Halls before submission of quotation. The entire job shall be carried out with contractor's own material and labor for which the Embassy will not be liable to pay any cost.

4.6 Contractor will arrange proper ladders, scaffolding etc. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by the



Embassy and in such cases, contractor will be solely responsible for delay and its consequences thereof. It is to be noted that in no circumstances the contractor shall use any men/material or resources of the Mission.

4.7 The contractor shall plan & execute the work in such a way that the work proceeds smoothly to the satisfaction of the Embassy of India.

4.8 The work must be completed within Forty five (45) days, after signing of Contract Agreement.

4.9 All works shall carry minimum one (01) year warranty including material and labor from the date of finishing of work and the repairing/rectification required, if any, of the materials/items under warranty must be done on-site.

#### **SECTION-5: TECHNICAL SPECIFICATIONS**

5.1 The reputed and renowned brand of materials should be used. The firm should ensure the quality of the materials.

5.2 Minor repairs like repairing broken edges of walls, marble/tiles of the floors ceilings etc. with POP/wall care putty will be carried out by contractor before and after work, at no extra cost. Same will be accounted for in his quoted rates.

#### **SECTION-6: BIDS**

##### **6.1 Preparation of Bids:**

a. Two-bid system will be followed for this tender. In this system, bidder must submit his offer as explained below.

##### **b. Envelope No. 1: "Technical Bid":**

(i) Duly filled Technical bid (as per Annexure-1) with proper seal and signature of authorized person on each page of the bid and tender document should be submitted.

(ii) All the necessary documents including those in support of Minimum Eligibility Criteria should be submitted with Technical Bid. These documents should be self attested.

##### **c. Envelope 2: "Financial Bid":**

(a) Bidders must quote the price in the format given in Annexure-2 to this tender document.

(b) No other documents except "Price Schedule" may be submitted along with Financial Bid otherwise the bid shall stand rejected.

(c) All amounts are to be quoted only in **USD** only. The price quoted in the Financial bid shall be considered final and no price escalation will be permitted.

(d) Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope No. 1 - Technical Bid" and "Envelope No. 2 - Financial Bid".

(e) Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "Technical Bid & Financial Bid" Painting and minor repair of Embassy Residence and Chancery, Embassy of India, Yangon.

(f) Please write Tender Number viz. No YAN/ADM/872/01/2024 on each envelope and seal all the envelopes.

#### **6.2 Submission of Bids:**

(a) The bid complete in all respect may be submitted to the "The Head of Chancery, Embassy of India, Chancery Building , 545-547, Merchant Street, Yangon, Myanmar"

(b) The bid should be neatly arranged, plain and intelligible. The language of the bid should be English as far as possible.

(c) Each page of the bid should be signed.

(d) Bid should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will summarily be rejected.

(e) Insertions, postscripts, additions and alterations in the bids submitted shall not be recognized, unless confirmed by bidder's signature.

#### **6.3 Deadline for Submission of Bids:**

(a) Bids must be submitted on or before 20/05/2024 (1700 hrs) which is the last date for submission of bids.

(b) In the event of the specified date for the submission of bids being declared a holiday for the Embassy of India, Yangon. the deadline for submission of bids will stand extended to the next working day up to the same time.

(c) The Embassy of India, Yangon may extend the deadline for submission of bids by amending the bid document and the same shall be notified on the website of the Embassy of India, Yangon.

(d) No bid (s) will be accepted after the deadline for submission of the bids.

#### **6.4 Validity of Bids:**

(a) Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of bids.



(b) A bid valid for a shorter period shall stand rejected.

(c) The Embassy of India, Yangon may ask for extension of validity of bids for another period of 60 days, without any modifications and without giving any reasons thereof. Such request and the response shall be made in writing only.

(d) In case, the Embassy of India, Yangon calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

#### **6.5 Bid Opening Procedure:**

(a) Technical Bids (Envelop-A) will be opened in the Office of Head of Chancery, Embassy of India, Yangon.

(b) Technical Bids will be opened on 21/05/2024 in presence of the Tender Evaluation Committee (TEC) constituted by the competent authority of the Embassy of India, Yangon.

(c) After evaluation of the Technical Bids, the qualified bidders will be shortlisted.

(d) Financial Bids (Envelope-B) of shortlisted bidders only shall be opened on a subsequent date which will be intimated to them by email/fax.

(e) Financial Bids (unopened) of those bidders who will not qualify at Technical Evaluation stage will be returned to them.

(f) The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date and the time will remain unchanged.

(g) A letter of authorization shall be submitted by the bidders' representatives before opening of the bids.

(h) Absence of any bidders or their representatives shall not impair the legality of the opening procedures.

(i) The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the financial bid opening.

### **SECTION-7: INSTRUCTIONS TO BIDDERS**

#### **7.1 Notification of Award of Work:**

(a) E/I, Yangon shall award the work to the eligible bidder whose bid will be accepted and determined as the lowest evaluated commercial bid.

(b) Award of work will be notified in due course.

(c) Contact information:

Head of Chancery  
Embassy of India  
545-546, Merchant Street, Yangon,  
Myanmar  
Tel No : Tel No +95-8251897  
Email: [hoc.yangon@mea.gov.in](mailto:hoc.yangon@mea.gov.in)

**7.2 Amendment of Tender Document**

(b) At any time prior to the deadline for submission of bids, The Embassy of India, Yangon may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

(c) Any corrigendum/addendum to the above tender document, if required, will be hosted in the website of the Embassy of India, Yangon as given above.

**7.3 Purchaser's Right to amend Scope of Work:** If, for any unforeseen reasons, the Embassy of India, Yangon is required to change the Scope of Work, this change shall be acceptable to the bidder without any change in the price quoted.

**7.4 Interpretation of the clauses in the Tender Document:** In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, Embassy of India's interpretation of the clauses shall be final and binding on all parties.

**7.5 Contract Agreement:**

(c) The successful bidder will be required to sign a Contract Agreement for the above work with the Embassy of India, Yangon.

(d) The Contract Agreement must be signed within seven (7) days after the acceptance of the Notification of Award of Work by the successful bidder.

**7.6 Performance Security (PS):**

(a) The successful bidder has to agree to keep the Performance Security in the form of withheld amount retained by the Embassy of India, Yangon.

(b) Performance Security will be of an amount equivalent to 5% (five percent) of the total Contract Price.

(c) Performance Security shall remain valid for a period of Sixty (60) days beyond the date of completion of all the contractual obligations of the bidder (Service Provider). No interest shall be payable on Performance Security.

**7.7 Payments:**

(a) 95% of Contract Price will be paid on successful completion of work as per tender



document and to the satisfaction of Embassy of India, Yangon.

(b) Balance 5% of Contract Price will be paid on completion of warranty period of one year.

(c) All payments shall be made in US Dollars (USD) by appropriate mode as per convenience of Embassy of India, Yangon.

**7.8 Penalty for delayed Services:**

(a) The Embassy of India, Yangon reserves the right to levy penalty @ of 1 % of Contract Price per week of delay beyond the scheduled deliveries/execution of the order successfully, subject to maximum of 5% of the Contract Price.

(b) The Embassy of India, Yangon reserves the right to cancel the order in case the delay is more than five (05) weeks.

(c) The penalties, if any, shall be recovered from the payment due for the contractor.

**7.9 Force Majeure:** The Embassy of India, Damascus may consider relaxing the penalty and delivery 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 an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, 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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## LETTER OF BID

[To be printed on bidder's letterhead]

Date.....

To  
Head of Chancery  
Embassy of India  
545-547 Merchant Street, Yangon  
Myanmar

Reference: Tender No. YAN/ADM/872/01/2024 Dated .....

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bid Documents for making of four (4) office rooms at the Chancery Premises, Embassy of India, Yangon.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security in accordance with the Bid Documents.
5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely

(Full Name)

Designation

[Put the seal here]

**TECHNICAL INFORMATION**  
**(Proforma to be submitted with Technical Bid)**

1. Name of firm:
2. Address of the Registered Office:
3. Correspondence address:
4. Contact details:  
Telephone:  
Fax:  
E-mail:

S/no	Requirements	Response
	a. Brief introduction of the company.	
	b. Previous experience in the field ( <i>minimum of three years</i> )	
	c. Total number of regular employees with the firm	
2.	Detail work plan and methodology for undertaking the job	
3.	Qualification and experience of the staff [including supervisory / managerial staff and ground staff] proposed to be deployed for the job.	

**(Signature of the authorized signatory with stamp)**

Dated\_\_\_\_\_

**Full Name and Designation of the signatory**\_\_\_\_\_

**Full address of the Agency/Company**\_\_\_\_\_

**Contact details of the signatory**\_\_\_\_\_



[On the letterhead of the bidding firm]

Date: .....

Format for submitting the Price Schedule for Minor works (making of Four office rooms) at Chancery Premises, Embassy of India, Yangon

Reference: Tender No YAN/ADM/872/01/2024 dated .....

To  
Head of Chancery  
Embassy of India  
545-547, Merchant Street,  
Yangon, Myanmar

Price Schedule

Sr. No	Item Description	Total Bid Quantity	Unit Price	Total Price

Note:  
Above quoted price for making of four office rooms and minor repairs is complete in all respect as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully

(Signature of Authorised Signatory)

(Name)

Designation

Seal of the company