

# **TENDER DOCUMENT**

## **FOR**

### **SUPPLY AND INSTALLATION OF OFFICE FURNITURES AT SITTWE & PALETWA FOR THE KALADAN MULTIMODAL TRANSIT TRANSPORT PROJECT IN MYANMAR**



**June 2017**

**TENDER No. IWAI/KPMU/38/2016-17/Vol-II**



**Embassy of India**

545 – 547. Merchant Street,  
Kyauktada Township, Yangon, Myanmar

Tele Nos :- +95-1 251897, +95-95400794, +91-9818207994 Fax:- +95-1 254086  
E mail:- [dpa.yangon@mea.gov.in](mailto:dpa.yangon@mea.gov.in), [kpmu.iwai@gmail.com](mailto:kpmu.iwai@gmail.com) Web Site:- <http://www.indiaembassyyangon.net>

**TENDER FOR**  
**SUPPLY AND INSTALLATION OF OFFICE FURNITURES AT SITTWE**  
**& PALETWA FOR THE KALADAN MULTIMODAL TRANSIT**  
**TRANSPORT PROJECT IN MYANMAR**

**PART – I**  
**TECHNICAL BID**

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[TENDER FOR SUPPLY AND INSTALLATION OF OFFICE FURNITURES AT SITTWE & PALETWA FOR THE KALADAN MULTIMODAL TRANSIT TRANSPORT PROJECT IN MYANMAR]

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## **SECTION-I**

### **NOTICE INVITING TENDER (NIT)**

**(for publication in local News Papers at Yangon)**



#### **Embassy of India**

545 – 547. Merchant Street,  
Kyauktada Township, Yangon, Myanmar

#### **NOTICE INVITING TENDER**

##### **TENDER No. IWAI/KPMU/38/2016-17/Vol-II**

Bids are invited from the Reputed  
Myanmarese / Indian companies/firms  
directly or through their authorized  
agent for Supply and installation of office  
furnitures at Sittwe & Paletwa for the  
Kaladan Multimodal Transit Transport  
Project in Myanmar. The Details of NIT:-  
Estimated Cost – US \$ 1,00,000/- , E.M.D  
– US \$ 2,000/-, Date of issue of Bid  
document–from 29.06.2017 to 20.07.2017.  
Pre-bid meeting on 10.07.2017(1600 hrs).  
Last date of submission is up to 1500 hrs  
on 20.07.2017, Date of opening:-  
20.07.2017 at 1530 hrs. Cost of Tender  
document US \$ 20/-. For purchase of  
tender document please contact Embassy  
of India, Yangon, Myanmar

Dy. Chief of Mission



## Embassy of India

545 – 547. Merchant Street,  
Kyauktada Township, Yangon, Myanmar

Tele Nos :- +95-1 251897, +95-95400794, +91-9818207994 Fax:- +95-1 254086  
E mail:- [dpa.yangon@mea.gov.in](mailto:dpa.yangon@mea.gov.in), [kpmu.iwai@gmail.com](mailto:kpmu.iwai@gmail.com) Web Site:- <http://www.indiaembassyyangon.net>

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### **NOTICE INVITING TENDER (NIT)** **Tender No. IWAI/KPMU/38/2016-17/Vol-II**

Tenders / Bid in two cover system (cover-I “Technical bid” and cover –II “Price Bid”) are invited from experienced and resourceful Contractors / firm / company / supplier from Myanmar / India directly or through their authorized agent for Supply and installation of office furnitures at Sittwe & Paletwa for the Kaladan Multimodal Transit Transport Project in Myanmar.

#### **Terms and conditions:-**

1. Tender document will be available for sale w.e.f. 29.06.2017 till 20.07.2017. The completed bids as per terms and conditions mentioned in the tender document should be submitted latest by 1500 hrs on 20.07.2017 and shall be opened on the same day at 1530 hours.
2. The Contract period shall be for 3(three) months starting from the date of issue of Letter of Acceptance. The estimated cost of the tender work is US \$ 1,00,000/- (US Dollar one lakh only).
3. Interested bidders may purchase tender document by paying US \$ 20/- (US Dollar twenty only) in the form of non-refundable Payment order in favour of ‘Embassy of India’ payable at Yangon / Cash for submitting the bids. Bids without the cost of bid document will be rejected.
4. A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data Sheet.
5. The Hard Copy of original instruments in respect of cost of tender document, Earnest Money Deposit (EMD), other documents in original as asked in this tender document must be delivered to the office of the Dy. Chief of Mission, Embassy of India, Yangon on or before bid closing date / time as mentioned in critical date sheet.
6. Bids duly completed in all respect along with the EMD (Earnest Money Deposit) of **US \$ 2,000/-** (US dollar two thousand only) in the form of cash at Embassy of India OR Payment order in favour of ‘Embassy of India’ payable at Yangon / Cash shall be submitted before 1500 hrs on 20.07.2017 in the office of **Dy. Chief of Mission, Embassy of India, 545 – 547. Merchant Street, Kyauktada Township, Yangon, Myanmar** and shall be opened at 1530 hrs on same day in the presence of bidders, who choose to be present.
7. Embassy of India, Yangon reserves the right to accept or reject any or all bids without assigning any reasons and no correspondence shall be entertained in this regard.

8. Other terms and conditions are as per tender document.

**Dy. Chief of Mission**  
Embassy of India

**CRITICAL DATES**

<b>EVENT</b>	<b>DATE</b>
Sale of Bid document	29.06.2017 to 20.07.2017.
Pre- bid meeting	10.07.2017 at 1600 hrs
Last date and time for submission of completed bid document	20.07.2017 at 1500 hrs
Opening of Technical Bids	20.07.2017.at 1530 hrs

**CONTACT ADDRESS**

**Dy. Chief of Mission,  
Embassy of India,  
545 – 547. Merchant Street,  
KyauktadaTownship,  
Yangon, Myanmar**

Telephone Numbers :+95-1 251897, +95-95400794, +91-9818207994

Fax:-+95-1 254086

E mail:- [dpa.yangon@mea.gov.in](mailto:dpa.yangon@mea.gov.in)[kpmu.iwai@gmail.com](mailto:kpmu.iwai@gmail.com)[iwai.kpmu@gmail.com](mailto:iwai.kpmu@gmail.com)

Web Site:- <http://www.indiaembassyyangon.net>

**ISSUE OF TENDER DOCUMENT**

Tender document issued to.....  
.....  
on...../...../2017 with reference to their request letter / E-mail dated...../..../2017.

**Dy. Chief of Mission  
(Dated Signature & Seal)**

## **SECTION-II**

### **INSTRUCTIONS TO THE BIDDER (ITB)**

[Tender for Supply and installation of office furnitures at Sittwe & Paletwa for the Kaladan Multimodal Transit Transport Project in Myanmar]

#### **A. GENERAL**

Embassy of India, Yangon herein after referred to “Embassy” wishes to receive tenders for “Supply and installation of office furniture at Sittwe & Paletwa for the Kaladan Multimodal Transit Transport Project in Myanmar”.

1. In the bidding documents, the terms “bid” and “tender” and their derivatives (“bidder / tenderer”, “bid / tendered”, “bidding / tender”, etc.) are synonymous, and day means calendar day. Singular also means plural. The **DCM means** Dy. Chief of Mission of Embassy of India, 545 – 547. Merchant Street, Kyauktada Township, Yangon, Myanmar. All terms defined in the Conditions of Contract will apply to this document (ITB).
2. The Work covered in the bid is an Item rate contract and total period of contract is 3 months.
3. This invitation to bid is open for all contracting companies.
4. **General Terms & Conditions of the bid:-**
  - a) A firm shall submit only one bid in the same bidding process No bidder can be an associate to another bidder in the same bidding process. A bidder who submits or participates in more than one bid will make all the proposals in which the bidder has participated to be disqualified.
  - b) The bidder shall bear all cost associated with the preparation and submission of its bid, and the DCM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process
  - c) The bidder is advised to visit the Site of Work and get all information that may be necessary for preparing the bid and for execution of the Work. The cost of visiting the Site shall be borne by the bidder
  - d) The bidder is expected to examine the tender document carefully including all instructions, conditions, forms, terms, special conditions, technical specifications etc. Failure to furnish all information required according to the tender document or submission of a tender will be considered that the bid is not substantially responsive to the tender documents in every respect which will result in “REJECTION OF TENDER BID” submitted by the individual Bidder.
  - e) Authorized agent of Indian Firm can use the credential of that firm for qualifying the eligible technical criteria. The Indian firm who wishes to submit the bid through authorized agent has to submit the consent and nomination on the firm letter head for participation on their behalf.
  - f) The complete bid fulfilling above mentioned requirements should reach the office of the Dy. Chief of Mission, Embassy of India, Merchant Street, Yangon, Myanmar latest by 1500 hrs on 20.07.2017.

- g) DCM may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids or amend the bidding documents by issuing an Addendum. Any Addendum thus issued shall be the part of the bidding documents and shall be communicated in writing or e-mail to all bidders. Any bid received by the DCM after the deadline for submission of bids will be returned unopened to the bidder.
- h) Embassy of India, Yangon reserves the right to accept or reject any or all Offers without assigning any reason. Embassy also reserves right of accepting the whole or any part of the tender and Bidder shall be bound to perform the same at the rates quoted.
- i) Tender forms are not transferable and its cost is not refundable.
- j) The bid, and all correspondence and documents related to the bid exchanged by the bidder and the DCM shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. If there is any discrepancy in the interpretation then in that case English version shall prevail.
- k) Unless stated otherwise in the bidding documents, the Contract shall be for the item rate in the Bill of Quantities [BoQ] submitted by the bidder. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the bidder.
- l) Currency of bid shall be US Dollar. No provision exists for payments in other foreign exchange.
- m) Bids shall remain valid for a period of minimum 180 days (one hundred and eighty days) from the last date of submission of Bids. The Embassy may solicit the Contractor's consent for extension of the bid validity. The request and the response shall be made in writing.
- n) The bidder may modify or withdraw its bid after bid submission, provided that written notice of the modification or withdrawal is received by the DCM prior to the deadline for submission of bids. The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions (Instructions for submission of Bid), with the outer and inner envelopes additionally marked "modification" or "withdrawal," as appropriate. The bidder is liable for forfeiture of bid security if the bidder is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of Technical qualification.
- o) The price shall be quoted in US Dollar for each item. The price quoted shall be inclusive of all travel and accommodation charges, local permit charges, hire charges for vehicles, barges, boats labour, transportation, insurance coverage, packing & unpacking, loading & unloading etc. The price shall be inclusive of all taxes or any Fees / dues that the Company may be required to pay to Central / State Government or any other authorities in Myanmar in connection with the execution of the work. No additional amounts, whatsoever shall be payable on any such account.
- p) The contract price will be the price in US Dollar offered by the selected bidder and accepted by Embassy. This price will remain firm from the date of Work order till completion of the contract period and will not be subject to any change on account of fluctuation in exchange rate.



- q) The bidder shall be required to furnish broad breakup of the offered price if required by Embassy any time during the validity of the offer, before finalization of the Work order.
- r) Payment for the services shall be made by the Embassy of India, Yangon to the firm or their authorized agent participated in the bid on behalf of Indian firm.

## **5. Pre-bid meeting and Clarification on Bidding Documents**

A Pre-Bid meeting shall be held as per the date and time mentioned in Section III - Data Sheet. Bidders willing to attend the pre-bid should inform the DCM/IWAI beforehand in writing and email. The representatives attending the pre-bid meeting must carry an authority letter duly signed by the authorized signatory of his/her organization permitting the representatives to attend the pre-bid meeting on behalf of the respective bidder. During the course of Pre Bid meeting the applicant will be free to seek clarifications and make suggestions for consideration by the DCM/IWAI. The DCM/IWAI will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

Prospective bidder requiring any clarification on the bidding documents may notify the DCM / IWAI in writing or fax or by e-mail at the address indicated in the Bidding Data. The DCM/ IWAI will respond to any request for clarification that they receive 3 days prior to the date specified for submission of tender.

## **6. Bidder's eligibility criteria**

The Bidders shall meet the following pre-qualification criteria:-

- 6.1 The Firm or their authorized agent supplying the office furniture shall be a registered Company as per The Myanmar Companies Act in Myanmar or As per Indian Companies Act in India for at least 2 years.
- 6.2 A reputed, accredited and resourceful company/ firm in Myanmar / India can participate in the bidding process. Company authorize agent of leading manufacturer from India can also participate in the bidding process on the behalf of manufacturer with all the responsibility and credential of manufacturer and all the due procedure for tender has to be done by their nominated company agent at Myanmar
- 6.3 The bidder should have experience (supported by completion certificates) of having fulfilled any one of the following conditions in the last 7 years.
  - (i) Should have completed atleast one similar work costing not less than US \$ 80,000/- (US Dollar Eighty thousand only).
  - (ii) Should have completed atleast two similar works costing not less than US \$ 50,000/- (US Dollar Fifty thousand only).
  - (iii) Should have completed atleast three similar works costing not less than US \$ 40,000/- (Forty thousand only).

Where "similar work" means a work related to supply of Furniture.

- 6.4 The bidder shall have an average annual financial turnover of at least US \$ 1,00,000/- (US Dollar one lakh only) during the last three financial years ending on 31st March, 2017.

- 6.5 Bidder should have, during the last three years, neither failed to perform on any agreement as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder.
- 6.6 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

**7. Earnest Money Deposit (EMD) / Bid Security**

- 7.1 The bidder shall furnish, as part of its bid, a bid security for the amount stipulated in the Bidding Data in the form of Cash or Payment Order of **US \$ 2,000/-** (US Dollar Two thousand only) drawn in favour of "Embassy of India" payable at Yangon from any bank (or) in Cash payment at Embassy of India, Yangon
- 7.2 The bid security shall remain valid for a period of 180 days from the last date of submission of Bids.
- 7.3 Any bid not accompanied by an acceptable bid security shall be rejected as non-responsive bid.
- 7.4 The bid securities of unsuccessful bidders will be returned after finalization of Bids or on the expiry of the original period, or any subsequently extended period, of bid validity.
- 7.5 The bid security may be forfeited,
  - (a) If the bidder withdraws its bid, except as provided in Modification and Withdrawal of Bids;
  - (b) If the bidder does not accept the correction of its Bid Price, pursuant to Correction of Errors; or
  - (c) In the case of a successful bidder, if he fails within the specified time limit to
    - (i) Sign the Agreement, or
    - (ii) Furnish the required performance security.

**8. INSTRUCTIONS FOR SUBMISSION OF BID**

- 8.1 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 AND INSTALLATION OF OFFICE FURNITURE AT SITTWE & PALETWA FOR THE KALADAN PROJECT" and submitted at the address indicated in the Bidding Data. 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.
- 8.2 The ORIGINAL bid shall be duly marked on the Envelopes. PRICE BID NEEDS TO BE SUBMITTED WITH ORIGINAL BID ONLY.
- 8.3 **The technical proposal under Envelop-1 shall include the following for the evaluation of technical bids:**
  - a) EMD (Earnest Money Deposit) / Bid Security (US \$ 2,000/-) (to be enclosed with ORIGINAL bid).
  - b) Cost of tender document (US\$ 20/-) in the prescribed form if not already paid (to be enclosed with Original bid).
  - c) Information and documentary proof of experience, financial resources etc.

- d) The bidder shall return the tender document along with Technical & Special condition and all other enclosures, Forms & attachments to this tender, duly signed with seal in each page, as token of its acceptance to the terms and conditions along with its offer.
- e) Declaration that the Bidder is familiar with the conceptual and physical details of the proposed area
- f) 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.
- g) Signed declaration stating that no alteration has been made in any form in the downloaded tender document.
- h) Signed declaration stating that Bidder have not been banned or de-listed by any Govt. or quasi Govt. agency or Public Sector Undertaking.
- i) Declaration stating the acceptance of payment terms of "General Conditions of the Contract".
- j) Copy of Duly filled "Tender Form and Warranty Form".
- k) Copy of Bidders company Registration Certificate
- l) Copy of background of the organization with respect to similar experience and brief description of projects recently undertaken in the relevant field.
- m) 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 2 years, for evaluation of financial & technical capabilities of the bidders. Work orders / performance certificates / job completion certificates shall be in the name of bidder or their authorized agent only.
- n) Undertaking to commence the work as per tender document.
- o) The bidder shall furnish the details of Bank account for release of payment through electronic fund transfer system.
- p) Confirmation letter on company letter head in case the bidder is an authorized agent nominated by firm to use company credential for eligibility.
- q) The Envelope-1 shall not contain any information on price. Bids containing price in Envelope-1 will be liable for rejection.

#### **8.4 ENVELOPE-2 – PRICE BID**

The second cover shall be submitted along with the following documents and the cover should be superscribed with "ENVELOPE-2: PRICE BID (Price Bid) 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.

### **9. Bid Opening**

- 9.1 The DCM will open the bids, including withdrawals and modifications made pursuant to Clauses, in the presence of bidders' designated representatives who choose to attend on the date of opening of bids. Envelopes marked "Withdrawal" shall be opened first, and the name of the bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause shall not be opened. Subsequently, all envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail.

- 9.2 The Technical bid will be opened in presence of bidders and the bidders names, bid modifications, withdrawals and amount of bid security, and any such other details as the DCM may consider appropriate, will be announced at the time of opening. No bid shall be rejected at bid opening except for late bids which shall not be opened. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Price bid (Price Bid) will be opened separately only after evaluation of technical bids and only for the technically qualified bidders in presence of bidders or their representatives.

**10. Examination of Bids and Determination of Responsiveness**

Prior to the detailed evaluation of bids, the DCM will determine whether each bid (a) has been properly signed; (b) is accompanied by the required securities; (c) is substantially responsive to the requirements of the bidding documents; and (d) provides any clarification and/or substantiation that the DCM may require to determine responsiveness pursuant to Clause. A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one (a) that affects in any substantial way the scope, quality, or performance of the Work; (b) that limits in any substantial way, inconsistent with the bidding documents, the DCM's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

**11. Correction of Errors**

Bids determined to be substantially responsive will be checked by the DCM for any arithmetic errors. Errors will be corrected by the DCM as follows:

Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

The amount stated in the bid will be adjusted by the DCM in accordance with the above procedure for the correction of errors and, with notice to the bidder and same shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited.

**12. Evaluation and comparison of Bids**

- 12.1 The DCM will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause
- 12.2 In evaluating the bids, the DCM will determine for each bid the Evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to Clause.
- 12.3 The DCM reserves the right to accept or reject any variation, deviation, condition and other factors that may be included in the bid. Any such informations / data that are in excess of the requirements of the bidding documents shall not be taken into account in bid evaluation.
- 12.4 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

**13. Award of work and signing of contract**

Subject to Clause the Employer will issue the Letter of Acceptance to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated Bid Price pursuant to Clause, provided that such bidder has been determined to be qualified in accordance with the provisions of Clause in all respect.

The DCM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability including fee paid for tender form to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the DCM's action.

Prior to expiration of the period of bid validity prescribed by the DCM, the DCM will notify the successful bidder by letter or e-mail that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Work and the remedying of any defects therein by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price") and the Time schedule for execution of the Work. The notification of award will constitute the formation of the Contract.

Immediately after the DCM notifies the successful bidder that its bid has been accepted, the DCM will send the bidder the Agreement in the form provided in the bidding documents, incorporating all relevant documents/ correspondences exchanged between the parties.

Within 10 days after the issue of the Letter of Acceptance, the successful bidder shall sign the Agreement and return it to the DCM, The DCM will return a copy of the Agreement duly signed to the Contractor.

#### **14. Security Deposit**

- 14.1 Within 10 days of issue of the Letter of Acceptance from the DCM, the successful bidder shall furnish to the DCM a Security Deposit (SD) in the form in the Bidding Data and clause 3 of the condition of Contract. The Security Deposit shall be in the prescribed format as in the bidding documents. Security Deposit shall be kept valid for entire period of work.
- 14.2 Failure of the successful bidder to comply with the requirements of Clauses shall constitute a breach of Contract, cause for annulment of the Letter of Acceptance, forfeiture of the bid security, and any such other remedy the DCM may take under the Contract.

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**SECTION – III**  
**BIDDING DATA**

<b>Ref. clause of ITB</b>	<b>Subject</b>	<b>Description</b>
1	Summary of the Works.	“Supply and installation of office furniture at Sittwe & Paletwa for the Kaladan Multimodal Transit Transport Project”.
1	Name and address of the Employer	Dy. Chief of Mission, Embassy of India, 545 – 547. Merchant Street, Kyauktada Township, Yangon, Myanmar
2	Total Period of Contract	03 (three) months
4	Bid language	English
4	Indicate whether the contract is subject to price adjustment	No
4	Indicate the currency of bid	US Dollar
4	Period of bid validity	180 days from the last date for submission of bids.
4	Last date for submission of bids.	20.07.2017 at 1500 hrs
5	Venue, time, and date for Pre- bid meeting.	Venue: Embassy of India, 545 – 547. Merchant Street, Kyauktada Township, Yangon, Myanmar Date& Time: 10.07.2017 at 1600 hrs
7	Amount of bid security/EMD (Earnest Money Deposit)	US \$ 2,000/- (US Dollar two thousand only) in the form of Payment Order in favour of ‘Embassy of India’ payable at Yangon from any bank (or) in Cash payment at Embassy of India, Yangon.
8	Cost of Tender Document	US \$ 20/- (US Dollar twenty only) in the form Payment order in favour of ‘Embassy of India’ payable at Yangon from any bank (or) in Cash payment at Embassy of India, Yangon
8	Engineer in charge address for the purpose of bid submission.	Dy. Chief of Mission (DCM), Embassy of India, Yangon, Myanmar
9	Venue, time, and date of bid opening.	Venue: Embassy of India, 545 – 547. Merchant Street, Kyauktada Township, Yangon, Myanmar Date& Time: 20.07.2017 at 1530 hrs

## **SECTION-IV**

### **GENERAL CONDITIONS OF CONTRACT**

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## GENERAL CONDITIONS OF CONTRACT

### CLAUSE - 1: DEFINITIONS

- 1.1 In the contract, the following words & expressions shall, unless context otherwise requires, have the meaning thereby respectively assigned to them:
- i) **Contract**: means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent Embassy on behalf of the President of India and the contractor, together within the documents referred to therein including these conditions, the specifications, designs, Project Information and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another
  - ii) **Contract sum**; means amount quoted against item rate by the bidder in Price Bid [Bill of Quantity (BoQ)].
  - iii) **Contractor**: means the successful Bidder who is awarded the contract to perform the work covered under this tender document and shall be deemed to include the contractor's successors, executors, representatives or assign approved by the Engineer-in-charge.
  - (iv) **Employer** means the President of India and his successors.
  - (v) **IWAI / Authority / Department / PDC** shall mean the Inland Waterways Authority of India, on behalf of the Chairman, IWAI and includes therein-legal representatives, successors and assigns.
  - (vi) **Engineer-In-Charge (EIC)** means the Engineer officer authorized to direct, supervise and be In-charge of the work for the purpose of this contract who shall supervise and be in charge of the work.
  - (vii) **Dy. Chief of Mission**: means the DCM of the Embassy of India, Yangon, Myanmar.
  - (viii) **Letter of Acceptance** means a letter from the Embassy conveying the acceptance of the tender / offer subject to such reservations as may have been stated therein.
  - (ix) **Day** means a calendar day beginning and ending at mid-night.
  - (x) **Site** means Sittwe & Paletwa or other places through which the work is to be executed.
  - (xi) **Project Information** means the Project Information referred to in the specifications and / or appended with the tender document, any modifications of such Project Information approved in writing by the Engineer-in-Charge and shall also include Project Information issued for actual execution of the work time to time by the Engineer-in-Charge.
  - (xii) **Work/ works** means work / works to be executed in accordance with the contract.
  - (xiii) **Tendered value** means the value of the entire work as stipulated in the letter of award.
  - (xiv) **Price Bid** Mean Financial Bid and vice versa.
  - (xv) **Payment Order** Mean Payment Order drawn from any recognized bank
  - (xvi) **EMD** Earnest Money Deposit

### CLAUSE – 2 : INTERPRETATIONS

Words imparting the singular only shall also include the plural; he includes she and vice-versa unless this is repugnant to the context.



### **CLAUSE – 3: SECURITY DEPOSIT**

- 3.1 A sum @ 5 % of the gross amount of the Bid value shall be submitted as Security Deposit. The amount of EMD (Earnest Money Deposit) would be adjusted against the Security deposit and balance Security deposit amount shall be submitted in the form of Payment Order in favour of “Embassy of India” payable at Yangon (or) in Cash payment at Embassy of India, Yangon.
- 3.2 The contractor whose tender is accepted has to enter into an agreement with Embassy for the due fulfilment of the contract. The security amount will be accepted in the form of Payment Order in favour of “Embassy of India” only payable at Yangon (or) in Cash payment at Embassy of India, Yangon
- 3.3 The total Security deposit shall remain with Embassy till the completion of defect liability period.
- 3.4 Interest will not be paid on security deposit.
- 3.5 If the contractor having been called upon by the Engineer-in-charge to furnish the security fails to do so within the specified period, the EMD (Earnest Money Deposit) submitted by the contractor shall be forfeited.
- 3.6 No claim shall lie against the Embassy either in respect of interest or any depreciation in value of any security.
- 3.7 The Contractor shall guarantee the execution of the terms of the Contract within stipulated period of time from the date of acceptance of the bid and in order to execute the work uniformly the contractor will ensure deployment of adequate number of Manpower and Furniture / tools throughout the contract period. Any damage or defect that may arise or lie undiscovered at the time of the final payment connected in any way with the work done by him or in the workmanship, shall be rectified by the contractor at his own expenses as deemed necessary by the Engineer or in default, the Engineer may decide the same to be made good by other agencies and deduct expenses (of which the certificate of the Engineer shall be final) from any sums that may be then or at any time thereafter, become due to the contractor under the Contract or from the amount released by encashing the contract Security deposit or recover otherwise from the contractor.
- 3.8 From the commencement to completion of work, contractor shall take full responsibility at his own cost repair and make good the same so that at completion, work shall be in good order and in conformity, in every respect, with the requirements of contract and Engineer’s instruction.
- 3.9 If the contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer/ EIC to forfeit either in whole or in part, the security deposit furnished by the contractor. However, if the contractor duly performs and completes the contract in all respects and presents in absolute “NO DEMAND CERTIFICATE” in the prescribed form, the Embassy shall refund the security deposit to the contractor after deduction of cost and expenses that the Embassy may have incurred and other money including all losses and damages which the Embassy is entitled to recover from the Contractor.
- 3.10 All compensation or other sums of money payable by the contractor under the terms of the contract may be deducted from or paid by the sale of a sufficient part of his security or may become due to the contractor by the Embassy on any account whatsoever. Also in the event of the contractor’s security deposit being reduced by reasons of such deductions or sale, as aforesaid the contractor shall, within 14 days

of receipt of notice of demand from the Engineer-in-Charge make good the deficit in his security deposit.

#### **CLAUSE – 4 : REFUND OF SECURITY DEPOSIT**

The security deposit less any amount due shall, on demand, be returned to the contractor after 90 days on the expiry of Contract or on payment of the amount of the final bill payable in accordance with the agreement conditions, whichever is later, provided the Engineer-in-charge is satisfied that there is no demand outstanding against the contractor.

#### **CLAUSE – 5 : CONTRACT DOCUMENTS**

- 5.1 The language in which the contract documents shall be drawn up shall be English and if the said documents are written in more than one languages, the language according to which the contract is to be constructed and interpreted shall be English and designated as the 'Ruling Language'.
- 5.2 The Contractor shall be furnished free of charges certified true copy of the contract document.

#### **CLAUSE – 6: COMMENCEMENT OF WORK**

- 6.1 The contractor shall commence the work within 10 days of the issue of Letter of Acceptance. If the contractor commits default in manufacturing the items as aforesaid, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the contract and forfeit the earnest money/security deposit.

#### **CLAUSE-7: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATION, PROJECT INFORMATION AND ORDERS ETC.**

- 7.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards material and otherwise in every respect in conformity with the specification laid down or as may be laid down by the Engineer-in-Charge under the terms of the contract.
- 7.2 The contractor shall be entitled to receive, on demand, in addition to the contract documents, in accordance with the provisions of contract, the documents set forth herein in respect of the work on commencement or during the performance of the contract:
  - (a) Specifications or revisions thereof other than standard printed specifications
  - (b) Explanations, instructions etc.Such further drawings, explanation, modifications and instruction, as the Engineer-in-Charge may issue to the contractor from time to time in respect of the work shall be deemed to form integral part of the contract and the contractor shall be bound to carry out the work accordingly.

#### **CLAUSE – 8 : DEVIATIONS**

- 8.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications of the works or any part thereof that are in his opinion, necessary at the time of or during the course of execution of the works for the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations

- (ii) Extra (iii) Additions / Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specification or Schedule of Quantities, as aforesaid, shall in any way vitiate or invalidate the contract and any such Deviations which the contractor may be directed to do shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same on the same conditions in all respects on which he agreed to do the works under the contract.
- 8.2 If requested by the contractor the time for completion of the work shall, in the event of any deviation resulting in additional cost over the contract sum be extended in the proportion which altered, additional or substituted work bears to the original contract sum plus such further additional time as may be considered reasonable by the Engineer-in-Charge whose decision shall be conclusive as to such provision:
- 8.3 Under the circumstances, the contractor shall at any stage not suspend the work on account of non-settlement of rates of such Deviated items.

#### **CLAUSE - 9 : INSTRUCTIONS AND NOTICES**

All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders / instructions given shall be confirmed in writing.

#### **CLAUSE - 10: LAWS GOVERNING THE CONTRACT**

The Courts at Yangon only shall have the jurisdiction for filing the award of the arbitration and for any other judicial proceedings.

#### **CLAUSE – 11: FORCE MAJEURE**

- 11.1 The term Force Majeure shall herein mean Riots (other than among the contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by contractor's negligence and other such causes over which the contractor has no control and are accepted as such by the Engineer-in-Charge, whose decision shall be final and binding. In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within 15 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.
- 11.2 For delays arising out of Force Majeure, the bidder shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Embassy nor the bidder shall be liable to pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

#### **CLAUSE – 12: SUSPENSION OF WORKS**

- 12.1 The contractor shall on the order of the Engineer-in-Charge suspend the progress of the work or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension

properly protect and secure the work so far as is necessary in the opinion of the Engineer-in-Charge.

12.2 The suspension of the work can be done by Engineer-in-Charge for any of the following reasons:

- (a) On account of any default on the part of the contractor or
- (b) for proper execution of the works or part thereof for the reasons other than the default of the contractor or
- (c) for the safety of the works or part thereof.

12.3 The contractor shall during the suspension period, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

**CLAUSE-13: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

If at any time after acceptance of the tender the Embassy decides to abandon or reduce the scope of the works for reason whatsoever and hence does not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore closure of the whole or part of the works.

**CLAUSE- 14: TERMINATION OF CONTRACT IN FULL OR IN PART**

14.1 If the Contractor does not commence the work in the manner described in the Contract document or if he shall at any time in the opinion of the engineer.

- (i) commits default in complying with or commits breach of any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it immediately and not later than 15 days in any case after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (ii) fails to complete the work (s) or any item of work (s) within the time or any extended time under the contract and does not complete the work (s) or any item of works within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge ; or
- (iii) Fails to carry on the work in conformity/ accordance with the contract document or mobilize / supply furniture items, equipments, labour, materials or other equipments to the site as stipulated in the contract, or
- (iv) fails to commence, carry and execute the work to the satisfaction of the EIC, or
- (v) abandon the work, or
- (vi) Substantially suspends the work or the works for a minimum period of 30 days without any Embassy/ prior permission of EIC, or
- (vii) commit or suffer or permit any other breach of any of the provisions and terms of the Contract to be performed by him or it is observed that the said breach persists 30 days, after notifying to the Contractor in writing by the engineer requiring such breach to be remedied or

- 14.2 Then the Embassy shall have the power to enter upon the work and to complete the work by his agents or other contractor or workmen or to relate the same upon any terms and conditions and so such other person, firm or corporation as the owner in his absolute discretion may think proper to employ and for the purpose of completion of the work specified in the contract, and without any payment/allowance to the contractor for the use or being liable for any loss or damage thereto the equipments/goods. If the Embassy shall by reason of its taking the possession of the works being completed by other Contractors(due account being taken of such extra work or works which may be omitted)then the amount of such excess work or works which may be due for work done by the contractor under the contract and not paid for.

#### **CLAUSE - 15 : COMPLETION TIME AND EXTENSIONS**

- 15.1 Time allowed for execution of the work as specified or the extended time, if any, in accordance with these conditions shall be essence of the contract.
- 15.2 However, if the work is delayed on account of:
- i) "Force Majeure" as per clause 11; or
  - ii) Suspension of work as per clause 12; or
  - iii) Any other cause which, in absolute discretion of the Engineer-in- Charge is beyond the contractor's control; then immediately upon the happening of any such events as aforesaid, the contractor shall inform the Engineer-in-Charge accordingly, but the contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. The Contractor shall also request, in writing, for extension of time, to which he may consider himself eligible under the contract, within seven days of the date of happening of any such events as indicated above.
- 15.3 In any such case as may have arisen due to any of the events, as aforesaid, and which may have been brought out by the contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of time, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time for total maintenance without any financial implication. Such extensions, if admissible, shall be communicated to the contractor by the Engineer-in-Charge in writing within seven days of the date of receipt of such request or within fourteen days of the occurrence of the event.

#### **CLAUSE – 16: LIQUIDATED DAMAGES**

- 16.1 If the contractor fails to complete all items of works within the period(s) of completion as stipulated in the aforesaid tender or any extended period (not due to the fault of the contractor) as may be agreed he shall without prejudice to any other right or remedy of the Embassy on account of such default, pay compensation (not by way of penalty) at the rate of 1<sup>1</sup>/<sub>2</sub> % (one & half percent) per month of delay to be

computed per day basis on the value of the work, which remains unexecuted in terms of contract on the scheduled date of completion subject to a maximum of 10% of the total value of the contract.

- 16.2 The amount of compensation may be adjusted, withheld, deducted or set off against any sum due or payable to the contractor under this or any other contract with the Embassy
- 16.3 All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage which will have been sustained.
- 16.4 Payment of such damages shall not relieve the contractor of his obligation to complete the work or from any other of his obligation or liabilities under the contract.

#### **CLAUSE – 17: WORK COMPLETION**

The work shall be completed to the entire satisfaction of the Engineer-in-Charge and within the specified time limit and terms and conditions of the contract. As soon as the work under the contractor is completed as a whole the contractor shall give notice of such completion to the Engineer-in-Charge.

#### **CLAUSE – 18: PAYMENT ON ACCOUNT**

- 18.1 Interim bills / invoices shall be submitted by the contractor or its authorized agent for work completed as per contract.
- 18.2 Payment on account for the amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment for the work executed.
- 18.3 Payment of the contractor's bills shall be made by the Embassy only in US Dollar within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge.
- 18.4 Payments due to the contractor or its authorized agent shall be made by crossed Cheque / RTGS / Money transfer by the Embassy of India, Yangon. Such Cheque shall be issued direct to the contractor on furnishing a stamped receipt for the amount of the Cheque.
- 18.5 Should there be a request for extension of date of completion, pending its consideration interim payments shall continue to be made as provided herein.
- 18.6 TDS at the applicable rates shall be deducted at source from any payment made to the contractor against this contract if required.
- 18.7 Any interim certificate given relating to work done may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work to which it relates is / are in accordance with the same.

#### **CLAUSE – 19 : TAXES, DUTIES AND LEVIES ETC.**

The prices shall include all the taxes, levies, cess, octroi, royalty, terminal tax, excise / service / commercial tax or any other local or central taxes as applicable/ charged by Centre or State Government on all materials that the contractor has to purchase for the performance of the contract, shall be payable by the contractor and the Embassy will not entertain any claim for compensation whatsoever in this regard. **The rates quoted by the contractor shall be deemed to be inclusive of all such taxes, duties, levies, etc. complete.**

## **CLAUSE – 20: PAYMENT OF FINAL BILL**

- 20.1 The final bill shall be submitted by the contractor within one month from the date of completion of the work or of the date the certificate of completion furnished by the Engineer-in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within three months. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of three months or six months, as the case may be. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished.
- 20.2 Whenever any claim whatsoever for the payments of a sum of money to the Embassy arises out of or under this contract against the contractor, the same may be deducted by the Embassy from any sum then due or which at anytime thereafter may become due to the contractor under this contract and failing that under any other contract with the Embassy or from any other sum whatsoever due to the contractor from the Embassy or from the Embassy or from his security deposit, or he shall pay the claim on demand.
- 20.3 Provided that the aforesaid right of the Embassy to adjust over-payment against amount due to the contractor under any other contract with the Embassy shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the contractor.
- 20.4 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or Embassy against any claim of the Embassy or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or Embassy or with such other person or persons. The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Embassy will be kept withheld or retained as such by the Engineer-in-Charge or Embassy or till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court hereinafter provided, as the case may be, and the contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause.

## **CLAUSE – 21: ARBITRATION**

- 21.1 Any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, shall within 30 days (or such longer period as may be mutually agreed upon) from the date one party informs the other in writing that such dispute or disputes or disagreement

exists, be referred to arbitration in accordance with the ICADR Arbitration Rules, 1996.

- 21.2 If a dispute arises out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996.
- 21.3 The number of Arbitrators shall be two. The authority to appoint the Arbitrator(s) shall be the International Centre for Alternative Dispute Resolution.
- 21.4 The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rule, 1996.
- 21.5 The Place of Arbitration shall be in Delhi. The language of arbitration proceedings shall be in English.
- 21.6 Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrator otherwise decides in the Award.
- 21.7 The provisions of the Clause shall not be frustrated, abrogated or become inoperative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
- 21.8 The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the Parties of their respective obligations under this indenture.

#### **CLAUSE 22: INTEREST**

No interest shall be payable on account due to the contractor against final bills or any other payment due under the contract.

#### **CLAUSE 23: ALTERATIONS, ADDITIONS AND OMISSIONS**

##### **VARIATIONS**

The Engineer shall make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be appropriate, he shall request the Embassy to instruct the Contractor to do and the Contractor shall do any of the following:

- (a) Increase or decrease the quantity of any work included in the Contract,
- (b) Omit any such work (but not if the omitted work is to be carried out by the Employer or by another contractor),
- (c) Change the character or quality or kind of any such work,

No such variation shall in any way vitiate or invalidate the Contract, but the effect, if any, of all such variations shall be valued in accordance with Clause in the contract provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of contract by the Contractor or for which he is responsible, any additional cost attributable to such default shall be borne by the Contractor. The Contractor shall not make any such variation without an instruction of the Engineer.

##### **VALUATION OF VARIATIONS**



All variations referred to in Clause and any additions to the Contract Price which are required to be determined in accordance with Clause (for the purposes of this Clause referred to as "varied work"), shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, suitable rates or prices shall be agreed upon between the EIC and the Contractor. In the event of disagreement the EIC shall fix such rates or prices as are, in his opinion, appropriate and shall notify the Contractor accordingly. Until such time as rates or prices are agreed or fixed, the EIC shall determine provisional rates or prices to enable on-account payments to be included in certificates issued in accordance with Clause.

Provided that if the nature or amount of any varied work relative to the nature or amount of the whole of the Works or to any part thereof, is such that, in the opinion of the EIC, the rate or price contained in the Contract for any item of the Works is, by reason of such varied work, rendered inappropriate or inapplicable, then, after due consultation by the EIC with the Contractor, a suitable rate or price shall be agreed upon between the EIC and the Contractor. In the event of disagreement the EIC shall fix such other rate or price as is, in his opinion, appropriate and shall notify the Contractor accordingly.

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## **SECTION – V**

### **TECHNICAL & SPECIAL CONDITIONS**

#### **A. TECHNICAL CONDITIONS**

##### **1. SPECIFICATION**

In particular and without prejudice to the foregoing conditions when tenders are called in accordance with the particulars, the supplier's tender to supply the Furniture in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the EIC on the ground that the supplier did not examine or acquaint himself with such particulars.

##### **2. TIMELINES FOR SUPPLY AND INSTALLATION**

The Supplier will install / assemble the Furniture within 30 days after the delivery of the furniture (60 days) or as directed by EIC. Thus supply and Installation of Furniture items is proposed to be completed within a period of 3 (three) month time after the signing of Agreement.

##### **3. GUARANTEE FOR THE FURNITURE SUPPLIER / FITTED**

- 3.1 The defect liability period for the work will be twelve (12) calendar months from the date of final acceptance of Furniture. During the defect liability period, the Supplier will make all arrangements at his own cost to rectify the defects including cost of spare parts etc.
- 3.2 During the defect liability period if defects are noticed in the Furniture supplied by the Supplier then the Embassy shall promptly notify the Supplier in writing regarding the defects in the Furniture. On the receipt of such notice; the Supplier shall rectify the defective Furniture or parts thereof with no cost to the Embassy.
- 3.3 If the Supplier fails to rectify the defect within 15 days from the issue of the written notice by Engineer pinpointing the defects, then in that case Embassy may proceed to take such remedial action as may be necessary at the expense of the Supplier. The cost of rectification of defects shall be paid by the Supplier. If the Supplier fails to deposit the cost of rectification of Furniture with the Embassy then the cost of rectification will be adjusted from the Security Deposit of the Supplier available with the Embassy.

##### **4. VARIATIONS (i.e. MODIFICATION IN DESIGN AND DIMENSION)**

If any alternations or additions in the items provided in the BOQ (Bill of Quantities) not involving extra cost to the supplier but considered necessary or expedient by the supplier or by the EIC or by the inspecting officer of Embassy / IWA, then it will be mutually agreed in writing by the supplier and alteration or addition shall be executed by the Supplier without any charge beyond the Contract Price. But if the EIC shall desire any alternation or addition involving extra cost to the supplier then the supplier before executing the same shall submit to the EIC a written offer stating the nature and cost of such alternations or additions and the extension of time if any

required for manufacturing them. The EIC shall scrutinize and decide the rate and time required as per clause 8 of the General conditions of contract.

**5. SUPPLIER TO SUPPLY, TEST AND DELIVER THE FURNITURE**

Subject to and in accordance with the provision of the contract, the supplier shall supply the furniture, install / assembly and test to the satisfaction of the EIC and deliver in a good condition. The Furniture of the description & dimensions containing all fittings mentioned shall be furnished by the supplier and accepted by EIC for the purposes of this contract. The approximate and indicative detailed Materials specification of the furniture to be supplied (Dimensions varies between +/- 10 %) is provided in **Annexure-A**.

**6. INSTALLATION**

After the installation / assembly of the Furniture in manner specified in the tender document, the Furniture shall undergo installation checking, in the presence of the Engineer / representative of the Engineer and the Inspecting Officer from Embassy or their representative at Sittwe and Paletwa in accordance with the provisions of the specifications and as directed by the Engineer or the Inspecting Officer from Embassy.

**7. DELIVERY**

- 7.1 The bidder while submitting the bid to the Embassy will also submit brief schedule of delivery, installation & checking by the Engineer / Representative.
- 7.2 The delivery of Furniture will be completed at Sittwe & Paletwa within 60 days from the date of signing of the Agreement.
- 7.3 The Embassy will not accept any transportation delay.
- 7.4 The installation of Furniture at Sittwe & Paletwa will be completed within 30 days from the date of supply of Furniture at the respective sites.
- 7.5 The supplier shall comply with all the requirements of the insurance of Furniture to the supplied at Sittwe & Paletwa till the completion of the work is recorded by the EIC / Representative of Embassy.
- 7.6 The manufactures keys for the table, drawers, Almirah etc. as required to be supplied under the contract shall be handed over by the Supplier at respective sites i.e. Sittwe / Paletwa.
- 7.7 The Furniture will be at Supplier's risk until the completion of work is recorded by EIC / Representative of the Embassy. The said delivery of the Furniture at Sittwe & Paletwa shall be at the expense and risk of the Supplier. Nothing extra over and above the quoted rates will be paid to the supplier on this account.
- 7.8 The Furniture shall be delivered to the representative of EIC who shall thereupon give to the Supplier or to the other persons who may be appointed by the Supplier to receive the certificates of such delivery and the date thereof. Such certificates of delivery shall be the considered as evidence by the Embassy for making the payment to the supplier.
- 7.9 The list of furniture items proposed for delivery at Sittwe & Paletwa are furnished in Table 1 & 2 below:-

## **1. ABSTRACT OF FURNITURES ITEMS TO BE DELIVERED AT SITTWE**

Sl. No	DETAILS OF FURNITURES ITEMS	QUANTITY
<b><u>A. SITTWE (Table – 1)</u></b>		
1	Table (6' x 3')	2
2	Table (5' x 2.5')	16
3	Table (4' x 2')	47
4	Conference Room Table (10' x 3')	1
5	Conference Room Table (15' x 4')	1
6	Centre Table (3' X 2')	7
7	Chairs (High Back)	2
8	Chairs (Medium Back)	86
9	Chairs - Visitor (Medium Back)	26
10	Canteen Table (6' x 3')	5
11	Canteen Table (4' x 3')	5
12	Sofa (3 Seater)	2
13	Sofa (2 Seater)	5
14	Sofa (1 Seater)	2
15	Canteen Chair (without arm)	50
16	Computer Tables	15
17	Computer Chairs	15
18	Almirah plan / cupboard (4 shelves)	10
<b>TOTAL =</b>		<b>297</b>

## **2.ABSTRACT OF FURNITURES ITEMS TO BE DELIVERED AT PALETWA**

<b><u>B. PALETWA (Table – 2)</u></b>		
Sl. No	DETAILS OF FURNITURES ITEMS	QUANTITY
1	Table (6' x 3')	1
2	Table (5' x 2.5')	5
3	Table (4' x 2')	21
4	Conference Room Table (10' x 3')	1
5	Conference Room Table (15' x 4')	0
6	Centre Table (3' X 2')	4
7	Chairs (High Back)	1
8	Chairs (Medium Back)	34
9	Chairs - Visitor (Medium Back)	9
10	Canteen Table (6' x 3')	0
11	Canteen Table (4' x 3')	8
12	Sofa (3 Seater)	2
13	Sofa (2 Seater)	4
14	Sofa (1 Seater)	2
15	Canteen Chair (without arm)	32
16	Computer Tables	5
17	Computer Chairs	5
18	Almirah plan / cupboard (4 shelves)	10
<b>TOTAL =</b>		<b>144</b>

### **Location / address of delivery and installation of Furniture**

1. Engineer in Charge,  
Port & IWT Terminal,  
**Sittwe,**

2. Engineer in Charge,  
IWT Terminal,  
**Paletwa,**

**8. DELIVERY SCHEDULE**

<b>Sl. No.</b>	<b>Items</b>	<b>Period</b>
1.	Award of Letter of Acceptance (LOA)	ZERO DATE
2.	Submission of Balance Security Deposit (5 % of Contract Value)	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF LOA
3.	Signing of Agreement	WITHIN TEN DAYS FROM THE DATE OF ISSUANCE OF AWARD OF LOA
5.	Delivery of furniture at Sittwe & Paletwa	WITHIN TWO MONTHS FROM THE DATE OF SIGNING OF AGREEMENT
6.	Installation / Assembly & Checking	WITHIN THREE MONTHS FROM THE DATE OF SIGNING OF AGREEMENT
7.	Final acceptance	FROM THE DATE OF SATISFACTORY CHECKING OF ALL THE ITEMS OF FURNITURE AT SITTWE & PALETWA
8.	Defect liability period	ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE

**9. TRANSPORTATION AND PACKING**

The supplier shall ensure all necessary precautions for safe transportation and delivery of Furniture. The Embassy / EIC shall not be held responsible for trans-shipment losses. The supplier for transportation and packing of the Furniture shall obtain all necessary clearances as per the prevailing rules in Myanmar. The packing shall be in such a way so as to prevent damages or deterioration in transit to the final destination indicated in the tender documents. The packing should be sufficiently strong to withstand rough handling, rain and atmospheric conditions and it should sea worthy packing in case of transported through sea route.

**10. PAYMENT TERMS**

- (i) The 70% payment of the cost of the items shall be done to the firm or its authorized agent when a part (more than 70% cost of contract value) of the Furniture is delivered at the respective sites i.e. Sittwe / Paletwa and certificate of delivery is taken from the EIC or his authorized representative. The certificate shall be based on the delivery of the furniture in good physical packed condition only without any transit damage and no need to assemble the furniture supplied at respective Sittwe & Paletwa site. The firm or its authorized agent will be eligible to raise a Running Account Bill for the part of Furniture supplied at the destination provided the cost of the Furniture is at least 70% of contract value. The payment will be made by Embassy of India Yangon after verification / certification by EIC or his authorized representative at site.

- (ii) In the Final bill, the remaining 30% payment of the cost of Furniture items shall be made by Embassy of India in Yangon after the Furniture is installed in position by the Supplier at respective sites and the same is found satisfactory after checking by EIC or his authorized representative and the Inspecting officer from the Embassy.
- (iii) The amount of Security Deposit @ 5% of the contract amount deposited by the Supplier as per clause 3.1 of General conditions of contract shall be refunded to the Supplier after the defect liability period of one year is over. The defect liability period will be counted from the date when the entire furniture has been installed at the respective sites and the same has been checked and found in order by EIC or his authorized representative and inspecting officer of the Embassy. The amount of Security Deposit will be refunded by Embassy of India in Yangon after the EIC or his authorized representative certifying that defect liability period is over and there is no pending issue.

## **B. SPECIAL CONDITIONS**

### **1. HOLD HARMLESS:**

- a) The Contractor should indemnify and hold the Embassy / IWAI harmless from any liability or claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's performance of this Contract.
- b) The Contractor is acting in the capacity of an independent contractor with respect to the Embassy.
- c) The Contractor should protect, defend and indemnify the Owner from any claims by labourers or Sub Contractors for unpaid work or labour performed in connection with this Contractor.

### **2. CHANGE ORDERS:** The Contractor should not make any changes in the schedule of work or the Specifications without written authorization by the Engineer in Charge and written concurrence by the Embassy.

### **3. UNSATISFACTORY PERFORMANCE:**

- a) In case of unsatisfactory performance/ progress / services by the Contractor, Embassy / EIC shall have the right to issue a show cause notice to the contractor requiring him to explain the reason thereof.
- b) In case of continuation of such unsatisfactory performance / progress / services, Embassy reserves the right to rescind the Contract and get the balance work executed at the risk and cost of the Contractor.

### **4. WARRANTIES:**

- a) The Contractor should warrant that this contract does not and shall not infringe any existing or subsequent patents, rights or licenses of any third party.
- b) The Contractor should further warrant that the rights of the Embassy under the present contract are not and shall not be infringed by any prior or subsequent contract, which may have been or may hereafter be entered into by the Contractor with any other party

## 5. KEY MAP OF KALADAN PROJECT SITE



## SECTION-VI

### FORMATS

Format - 1

#### *AGREEMENT FORMAT*

This agreement made on \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ year 2017 between the Embassy of India, Merchant Street, Yangon, Myanmar (hereinafter called the 'Embassy' which expression shall unless excluded by or repugnant to the context, be deemed to include their heirs and successors in office) on one part and M/s.

.....  
.....  
(hereinafter called the 'Contractor' which expression, shall unless excluded by repugnant to the context, be deemed to include his heirs, executors, Administrators, representatives and assigns or successors in office) on the other part.

WHEREAS the Government of the Republic of India has entered into a Framework agreement with the Government of the Republic of the Union of Myanmar for the construction and operation of a Multimodal Transit Transport facility on connecting the Sittwe port in Myanmar with the state of Mizoram in India (hereinafter called the Kaladan project).

AND Whereas the Ministry of External Affairs, Government of India is the Indian Nodal Agency for implementation of the Framework Agreement,

WHEREAS Government of India through Embassy of India, Yangon is desirous of undertaking the procurement of furniture items for office use of Port & IWT components of the Kaladan Multimodal Transit Transport Project (Kaladan Project) in Myanmar

WHEREAS the Contractor has offered to Supply and Installation of office furniture at Sittwe & Paletwa as per the tender conditions enclosed and whereas Embassy has accepted the quotation of the contractor for an amount of US \$ ..... (US Dollar ..... only).

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the terms of conditions of contract hereinafter referred to. Following documents shall be deemed to form and be read and construed as part of this agreement.

1. Letter of Acceptance No..... dated.....along with all its enclosures
- 2 The Tender document



3. Correspondences referred to like (1)..... dated. (2).....  
dated.....

The contract agreement has been compiled from the correspondences between Embassy and the Contractor. In the event of any difference arising from the compilation of the contract, the tender document may be referred to by either parties.

The Contractor hereby covenants with the Embassy to complete the "Supply and Installation of office furniture items at Sittwe & Paletwa" in conformity in all respect, with the provisions of the Agreement.

The Embassy hereby covenants to pay the Contractor in consideration of such completion of Supply and Installation, the contract price at the time and in the manner prescribed in the tender document and Letter of Acceptance.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day year first written.

For and on behalf of  
(Embassy of India, Yangon)

For and on behalf of  
Contractor

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

Name & Designation \_\_\_\_\_

Stamp

Stamp

Witness:

Witness:

1) Signature \_\_\_\_\_

1) Signature \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

2) Name & Designation \_\_\_\_\_

## 2. TENDER FORM

\_\_\_, \_\_\_, 2017

To  
Dy. Chief of Mission,  
Embassy of India,  
545 – 547. Merchant Street,  
Kyauktada Township,  
Yangon,  
Myanmar

I/We have read and examined the following documents relating to “Supply and installation of office furnitures at Sittwe & Paletwa for the Kaladan Multimodal Transit Transport Project”

Notice inviting Tender (NIT)  
Instructions to the bidders (ITB)  
Details to Accompany Technical Bid  
General Conditions of Contract  
Technical and Special Conditions  
Tender Form  
Warranty Form  
Agreement Form  
Bank Guarantee Form  
Cost schedule

I/We hereby tender for the execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to therein and in accordance in all respects, with the specifications, designs, and other terms and conditions of the contract and within the period of completion as stipulated in the tender document.

I/We agree to keep the tender open for acceptance for one year counted from the last date specified for the submission thereof and not to make any modifications in its terms and conditions, which are not acceptable to “Embassy”. We also agree that any terms and condition in the tender at variance with the above stipulation will render the tender liable to rejection summarily.

US \$ ...../- (US Dollar ..... only) as the case may be is attached herewith as Earnest Money.

If, after the tender is accepted, we fail to execute the contract deed within 10 days of the receipt of the order to do so, we agree that “Embassy” shall without prejudice to any terms and conditions of the tender, forfeit the earnest money absolutely.

Bid shall remain valid for 180 days from the date of bid closing prescribed by the Embassy as per the Clause-8 of “Instruction to the Tenderer.

I/We undertake to commence the work within 10 (ten) days of the date of issue of the Letter of Acceptance by “Embassy” and to complete and deliver whole of the work

comprised in the contract and supply, transportation and installation within 4 (four) months from the date on which "Embassy" issues written order to abide by and fulfill all the terms and conditions and provisions of the aforesaid documents or in default thereof to forfeit the security at the hands of "Embassy" the liquidated damages in terms of the contract.

Until a formal contract is prepared and executed this bid, together with your written acceptance thereof in your notification of award shall constitute a part of the contract between us.

I/We understand that you are not bound to accept the lowest priced or any bid that you may receive.

Signature \_\_\_\_\_  
In the capacity of \_\_\_\_\_

\_\_\_\_\_  
Duly authorized to sign the  
Tender on behalf of (in block Capitals) \_\_\_\_\_  
\_\_\_\_\_

Witness \_\_\_\_\_  
Date \_\_\_\_\_  
Address \_\_\_\_\_

Postal Address \_\_\_\_\_

Telephone No. \_\_\_\_\_  
Telegraphic address \_\_\_\_\_  
E-mail \_\_\_\_\_

### 3. WARRANTY FORM

M/s ..... (hereinafter referred to as the Tenderer) having carefully studied all the tender documents pertaining to the Contract for "Supply and installation of office furnitures at Sittwe & Paletwa for the Kaladan project" and the local conditions having undertaken to execute the said works.

#### DO HEREBY WARRANT THAT:-

1. The Tenderer is familiar with all the requirements of the Contract.
2. The Tenderer has investigated the work site & also visited IWAI office and satisfied himself regarding the nature of work, and local conditions that may affect the work or its performance.
3. The Tenderer shall mobilize the necessary Furniture, qualified & experienced manpower as per tender conditions.
4. The Tenderer is satisfied that the work may be performed and completed as required in the Contract.
5. The Tenderer accepts all risks directly or indirectly connected with the performance of the Contract.
6. The Tenderer has/had/have no collusion with other Tenderer, with any of the men of the Engineer-in-Charge or with any other person in Embassy to execute. The said works according to the terms and conditions of the said Contract.
7. The Tenderer has not been influenced by any statement of promise of the Embassy or E-I-C but only the Contract Documents.
8. The Tenderer is financially solvent.
9. The Tenderer is experienced and competent to perform the Contract to the satisfaction of the E-I-C.
10. The Tenderer is familiar with all General and Special Laws, Acts, Ordinances, Rules and Regulations of the Municipalities, District, State and Central Govt., that may affect the work, its performance or personnel employed therein.
11. I/We hereby give undertaking that the information, certificates and documents furnished by me/us with my/our offer and subsequently regarding works mentioned are true, correct, valid and complete to the best of my/us knowledge and nothing has been concealed/distorted any material as mentioned above I/We am/are agreeable for termination of Contract between me/us and Embassy of India regarding works mentioned in the tender without any notice, reason or compensation and non-issue of tender documents in future.

For and on behalf of the Tenderer



# **SUPPLY AND INSTALLATION OF OFFICE FURNITURES AT SITTWE & PALETWA FOR THE KALADAN MULTIMODAL TRANSIT TRANSPORT PROJECT IN MYANMAR**

## **PART – II**

## **PRICE BID**

**SUPPLY AND INSTALLATION OF OFFICE FURNITURES AT SITTWE & PALETWA  
FOR THE KALADAN MULTIMODAL TRANSIT TRANSPORT PROJECT**

**PRICE OFFER**  
**[Bill of Quantity (BoQ)]**

(TO BE SUBMITTED IN SEALED COVER DULY SUPERSCRIBTING "PRICE BID" AND THE NAME & ADDRESS  
OF THE BIDDER)

<b>Sl. No.</b>	<b>Item (Dimensions are approx.)</b>	<b>Quantity</b>	<b>Unit Rate in US \$</b>	<b>Amount in US \$</b>
1	Table with Side table and Drawers (6' L x 3' D x 2½' H)	3		
2	Table with double side Drawers (5' L x 2½' D x 2½' H)	21		
3	Table with single side Drawer (4' L x 2' D x 2½' H)	68		
4	Conference Table (15' x 4' x 2½')	1		
5	Conference Table (10' x 3' x 2½')	2		
6	Centre Table (36" x 24" x 20")	11		
7	High Back Chair	3		
8	Medium Back Chair	120		
9	Visitor Chair (Medium back)	35		
10	Canteen Table (6' L x 3' D x 2½' H)	5		
11	Canteen Table (4' L x 3' D x 2½' H)	13		
12	Canteen Chair (Without Arm)	82		
13	3 Seater Sofa	4		
14	2 Seater Sofa	9		
15	1 Seater Sofa	4		
16	Computer Table (830W x 480D x 765H)mm	20		
17	Computer Chair	20		
18	Almirah / Cupboard (910 W x 450 D x 1830H)	20		
			<b>Total =</b>	

(US Dollar ..... only

**(Signature)**  
Authorized representative of the Bidder  
**(Company Seal)**

**Note:**

- (1) The price shall be quoted in US Dollar for each items & Total amount must be written in both figures and words.
- (2) The price quoted shall be inclusive of all travel and accommodation charges, local permit charges, hire charges for vehicles, barges, boats, labour, transportation, insurance coverage, packing & unpacking, loading & unloading etc.
- (3) The price shall be inclusive of all taxes or any Fees / dues payable to Central / State Government or any other authorities in Myanmar in connection with the execution of the work . No additional amounts, whatsoever shall be payable on any such account

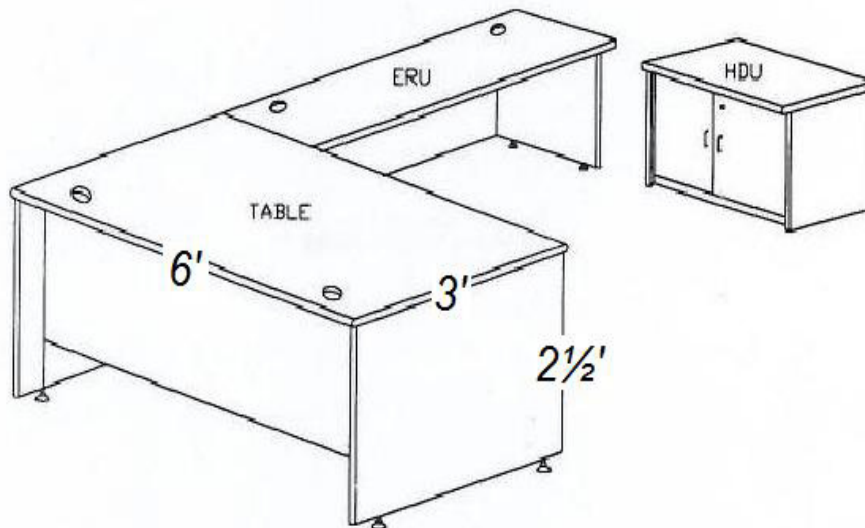
## Annexure-A

### MATERIALS SPECIFICATIONS

(Approx. and indicative) (Dimensions varies between +/- 10 %):

1. **Table with Side table and Drawers (6' L x 3' D x 2½' H)**

- Main Table, Extended Return Unit (ERU) and Hinge Door Unit (HDU) / Mobile Unit made of Pre-laminated Particle Board.
- Top of Table, ERU & HDU shall be 25 mm thick Pre-laminated Particle board (PPB) flat & edge duly sealed with 2 mm thick PVC beading.
- Side panel of Table, ERU & HDU shall be 18 mm thick Pre-laminated Particle board & edge duly sealed with 2 mm thick PVC beading. The side panels have 2 glide screws each for leveling of the desk.
- Modesty of Table ERU & HDU shall be 18 mm thick Pre-laminated Particle board (PPB) & edge duly sealed with 0.8 mm thick PVC beading.
- The drawers are provided with suitable slides for smooth operation. All the pedestal drawers are centrally locked with a single key.
- Anti-tipping arrangement which avoids topping of drawer unit when file drawer is pulled out shall be provided.



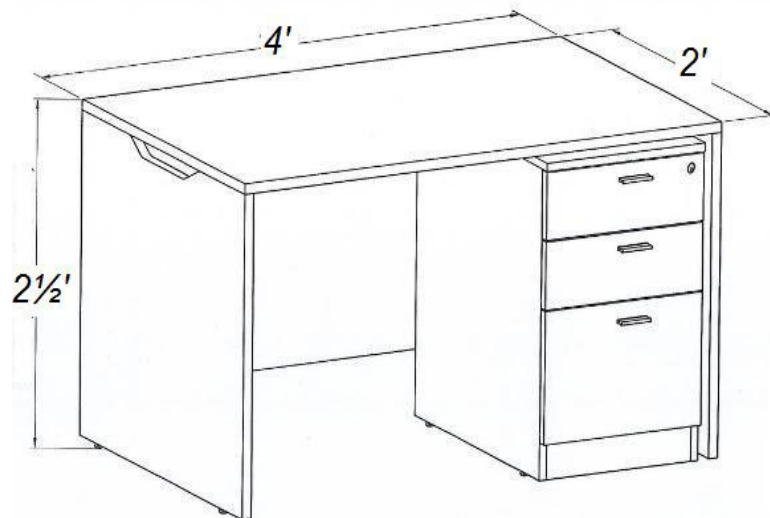
2. **Table with double side Drawers (5' L x 2½' D x 2½' H)**

- Worktop:** Made from 25 mm thick pre-laminated particle board. All the edges are sealed with 2 mm thick PVC edge band all around.
- Side Panels:** Made from 25 mm Thick pre-laminated particle board. All the edges are sealed with 2 mm thick PVC edge band on the user side. The side panels have 2 glide screws each for leveling of the desk.
- Modesty panel:** Made from 18 mm thick pre-laminated particle board. All the edges are sealed with 0.8 mm thick PVC edge band all around
- Freestanding Pedestal:** The freestanding pedestal is made from 18 mm pre-laminated particle board with a combination of 2 mm and 0.8 mm PVC edge band on all the exposed surfaces as per requirement.
- Drawers** are provided with suitable slides on both the sides for smooth operation. All the pedestal drawers are centrally locked with a single key.

- f) **Anti-tipping** arrangement which avoids topping of drawer unit when file drawer is pulled out shall be provided.

3. **Table with single side Drawer (4' L x 2' D x 2½' H)**

- a) **Worktop:** Made from 25 mm thick pre-laminated particle board. All the edges are sealed with 2 mm thick PVC edge band all around.
- b) **Side Panels:** Made from 25 mm Thick pre-laminated particle board. All the edges are sealed with 2 mm thick PVC edge band on the user side. The side panels have 2 glide screws each for leveling of the desk.
- c) **Modesty panel:** Made from 18 mm thick pre-laminated particle board. All the edges are sealed with 0.8 mm thick PVC edge band all around
- d) **Freestanding Pedestal:** The freestanding pedestal is made from 18 mm pre-laminated particle board with a combination of 2 mm and 0.8 mm PVC edge band on all the exposed surfaces as per requirement.
- e) **Drawers** are provided with suitable slides for smooth operation. All the pedestal drawers are centrally locked with a single key.
- f) **Anti-tipping** arrangement which avoids topping of drawer unit when file drawer is pulled out shall be provided.

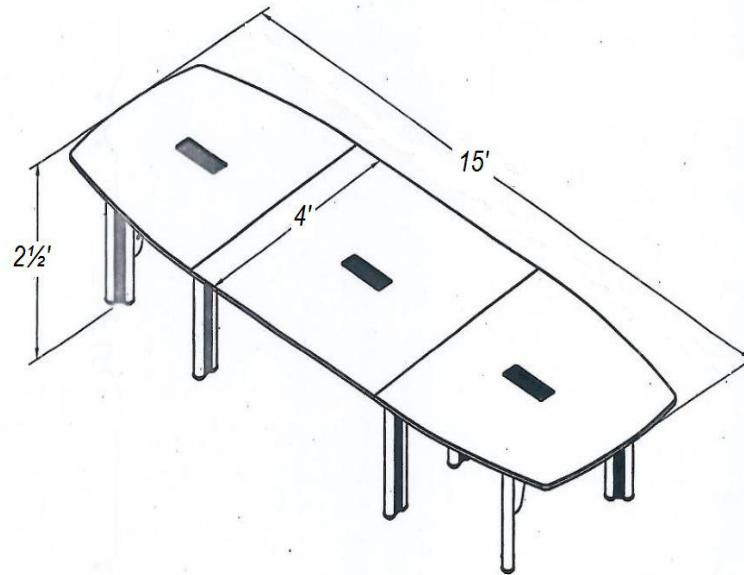


4. **Conference Table (15' x 4' x 2½')**

- a) **Conference Table** with teak wood Legs, Pre-laminated Particle Board of 18 mm thick Modesty panel and provision for fixing switches inside the access flap on the top.
- b) **Work surface** top thickness of 31 mm thick, Membrane edge profile with all the exposed edges sealed with wooden lipping all around.
- c) **Legs** are made from teak wood with a plastic glide holder at bottom having glide screws for leveling. The electrical wires shall be concealed with the legs and should not be visible from outside.
- d) **Access Flap & Switch Mounting Tray** shall be made from Aluminium / stainless Steel extrusion and plastic moulded components to facilitate access of Electrical / Data / Voice sockets access from top. Switch mounting tray shall be made from Aluminium / stainless Steel.

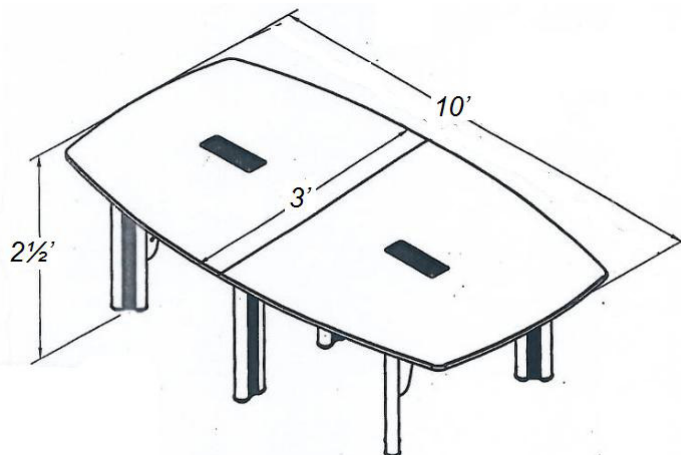


- e) **Switches** to be mounted on tray as per requirement of Engineer without any additional cost.



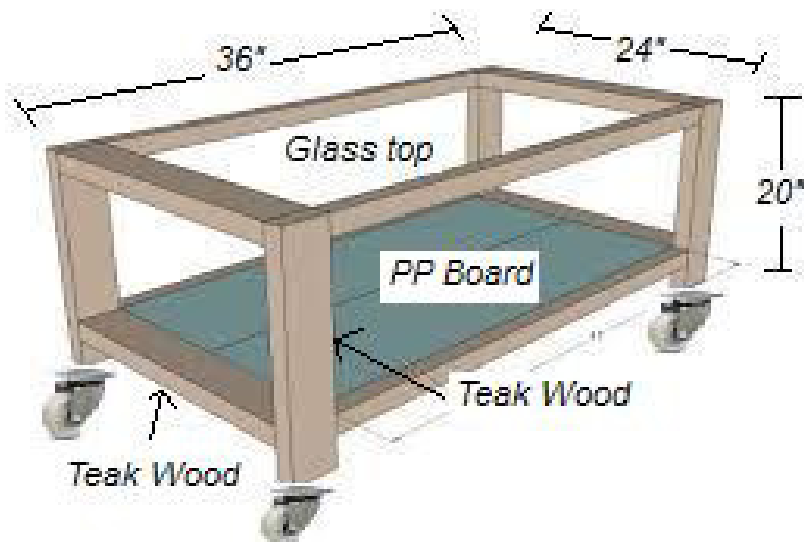
5. **Conference Table (10' x 3' x 2 1/2')**

- a) **Conference Table** with teak wood Legs, Pre-laminated Particle Board of 18 mm thick Modesty panel and provision for fixing switches inside the access flap on the top.
- b) **Work surface** top thickness of 31 mm thick, Membrane edge profile of all the exposed edges to be sealed with wooden lipping all around.
- c) **Legs** are made from teak wood with a plastic glide holder at bottom having glide screws for leveling. The electrical wires shall be concealed with the legs and should not be visible from outside.
- d) **Access Flap & Switch Mounting Tray** shall be made from Aluminium / stainless Steel extrusion and plastic moulded components to facilitate access of Electrical / Data / Voice sockets access from top. Switch mounting tray shall be made from Aluminium / stainless Steel.
- e) **Switches** to be mounted on tray as per requirement of Engineer without any additional cost.



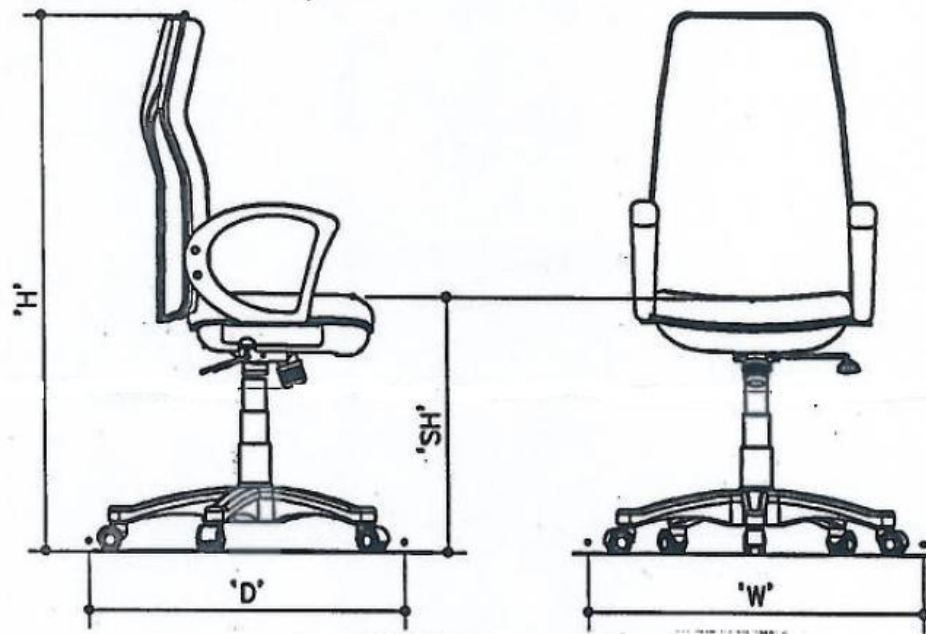
6. **Centre Table (36" x 24" x 20")**

- a) **Centre Table** with teak wood Legs & frames, with toughened glass on top.
- b) **Work surface** top thickness of 12 mm thick toughened glass glued with bushes for fixing with understructure.
- c) **Bottom base** shall be of 12 mm thick pre-laminated particle board.
- d) **Legs** are made from teak wood. Legs at bottom shall be fitted with a heavy duty Caster wheel (White) of 1 inch diameter.
- e) **Frames** are made from teak wood of suitable size.



## 7. High Back Chair

- a) **Seat / Back Assembly:** The seat / back are made up of 12 mm thick hot pressed plywood and upholstered with fabric and moulded Polyurethane foam together with moulded polypropylene seat & back covers. The back foam is designed with contoured for extra comfort.
- b) **Armrests:** The one-piece armrests made of black integral skin polyurethane and reinforced with M.S. insert. The armrests are scratch and weather resistant. The armrests are fitted to the seat with seat / armrest connecting strip assembly made of steel.
- c) **Center Tilt Mechanism:** The mechanism should be designed with the following features:
  - a) 360° revolving type
  - b)  $17^\circ \pm 2^\circ$  maximum tilt on pivot at center
  - c) Upright position locking
  - d) Tilt tension adjustment.
- d) **Pneumatic Height Adjustment:** the pneumatic height adjustment shall be provided.
- e) **Pedestal Assembly:** The pedestal is fitted with 5 nos. twin wheel castors.

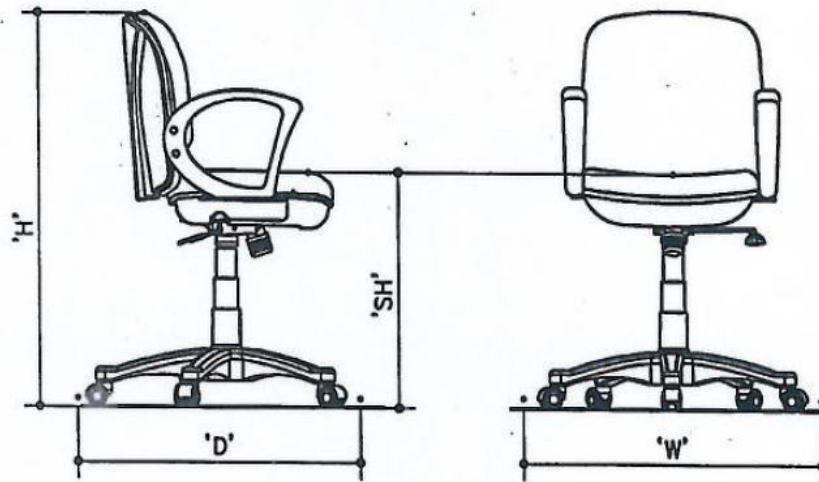


WIDTH (W):	76.3 CM.
DEPTH (D):	76.3 CM.
HEIGHT (H):	103.3-115.3 CM.
SEAT HEIGHT (SH):	44.2-54.2 CM.

THESE DIMENSIONS ARE PRODUCT OUT TO OUT DIMENSIONS & VARIATIONS WITHIN  $\pm 2.0$  CM. ARE NORMAL

#### 8. **Medium Back Chair**

- a) **Seat / Back Assembly:** The seat / back are made up of 12 mm thick hot pressed plywood and upholstered with fabric and moulded Polyurethane foam together with moulded polypropylene seat & back covers. The back foam is designed with contoured for extra comfort.
- b) **Armrests:** The one-piece armrests made of black integral skin polyurethane and reinforced with M.S. insert. The armrests are scratch and weather resistant. The armrests are fitted to the seat with seat / armrest connecting strip assembly made of steel.
- c) **Center Tilt Mechanism:** The mechanism is designed with the following features:
  - a) 360° revolving type
  - b)  $17^\circ \pm 2^\circ$  maximum tilt on pivot at center
  - c) Upright position locking
  - d) Tilt tension adjustment.
- d) **Pneumatic Height Adjustment:** The pneumatic height adjustment shall be provided.
- e) **Pedestal Assembly:** The pedestal is fitted with 5 nos. twin wheel castors.

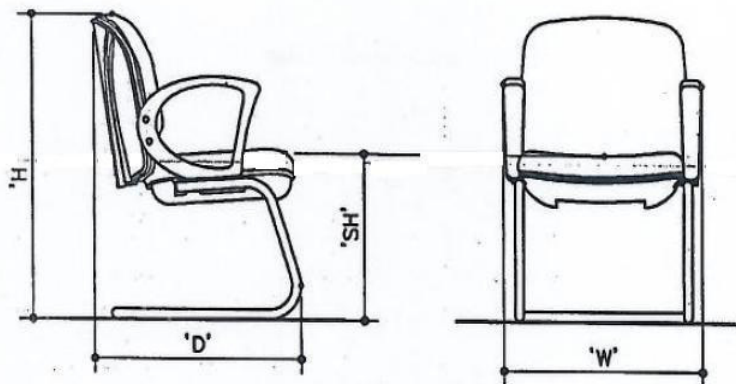


WIDTH (W): 76.3 CM.  
 DEPTH (D): 76.3 CM.  
 HEIGHT (H): 78.5-90.5 CM.  
 SEAT HEIGHT (SH): 44.2-54.2 CM.

THESE DIMENSIONS ARE PRODUCT OUT TO OUT DIMENSIONS & VARIATIONS WITHIN  $\pm 2.0$  CM. ARE NORMAL

#### 9. Visitor Chair (Medium back)

- Seat / Back Assembly:** The seat / back are made up of 12 mm thick hot pressed plywood and upholstered with fabric and moulded Polyurethane foam together with moulded polypropylene seat & back covers. The back foam is designed with contoured for extra comfort.
- Armrests:** The one-piece armrests made of black integral skin polyurethane and reinforced with M.S. insert. The armrests are scratch and weather resistant. The armrests are fitted to the seat with seat / armrest connecting strip assembly made of steel.
- Tubular Frame:** The tubular frame is cantilever type and made of diameter  $\varnothing 25$  mm having 2 mm thickness M.S steel tube and black painted. High quality 4 Nos. of plastic / rubber bushes are to be provided at the bottom of the frame

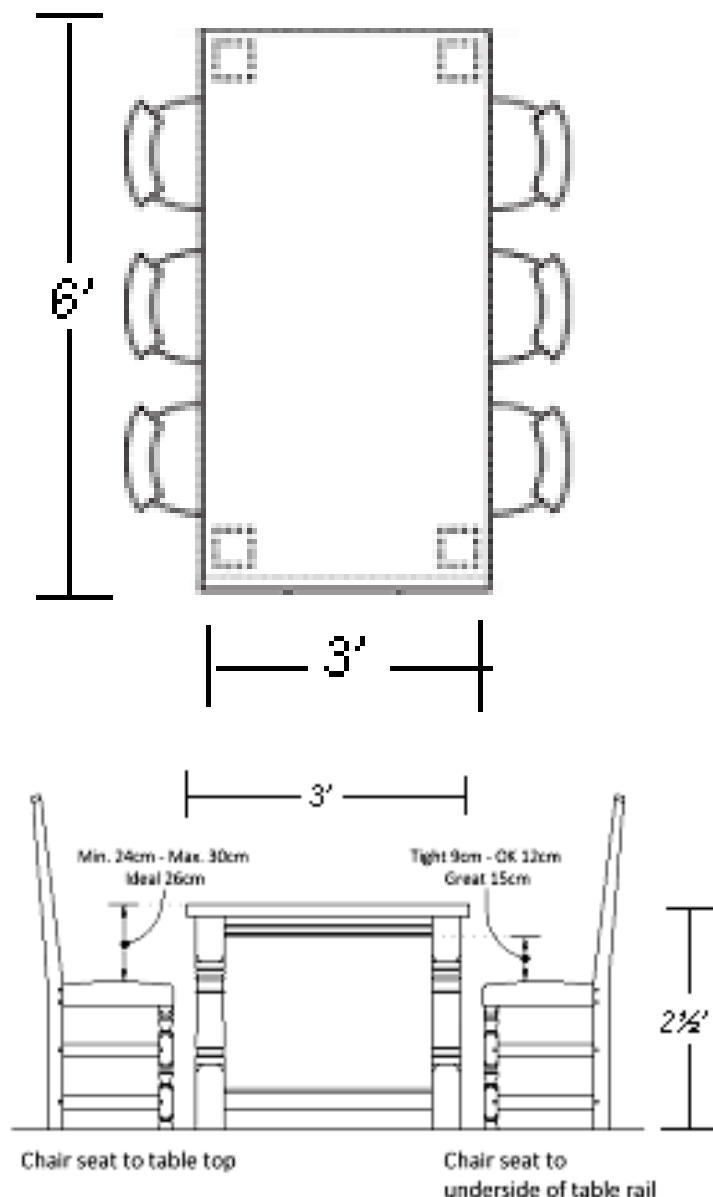


WIDTH (W): 59.0 CM.  
 DEPTH (D): 63.0 CM.  
 HEIGHT (H): 81.5 CM.  
 SEAT HEIGHT (SH): 45.0 CM.

THESE DIMENSIONS ARE PRODUCT OUT TO OUT DIMENSIONS & VARIATIONS WITHIN  $\pm 2.0$  CM. ARE NORMAL

10. **Canteen Table (6' L x 3' D x 2½' H)**

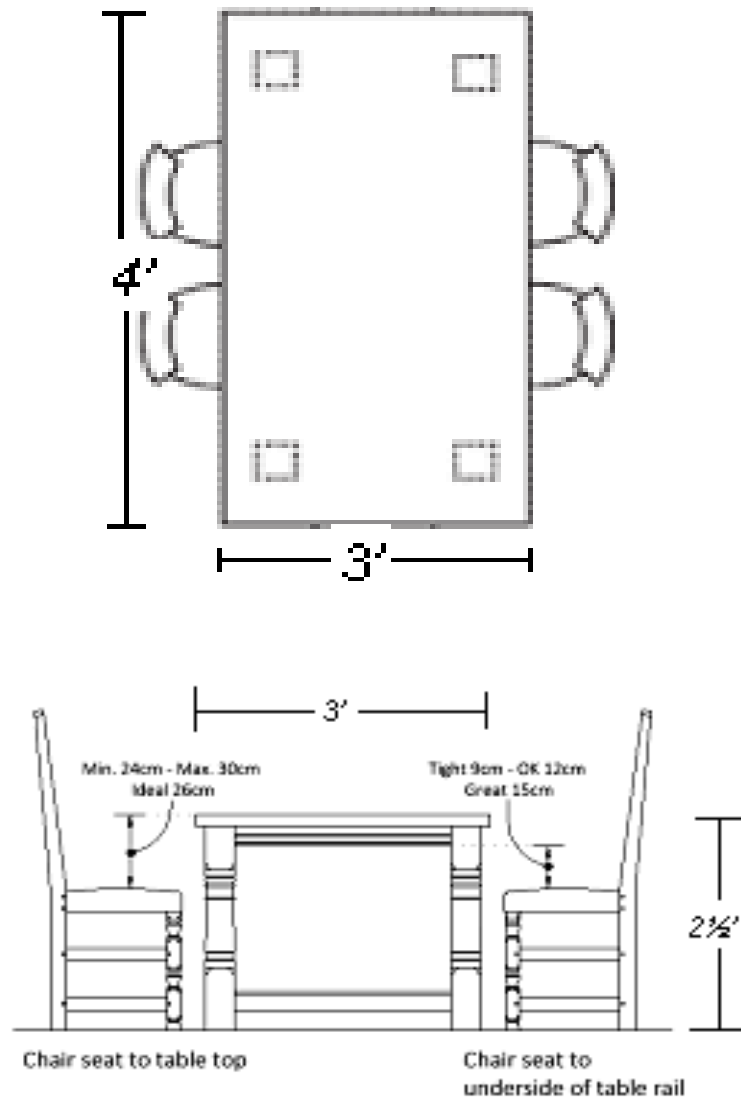
- a) **Canteen Table** :The Canteen tables are made of teak wood Legs & frames.
- b) **Work surface**: Table top shall be 25 mm thick pre-laminated particle board.
- c) **Legs** are made from teak wood. Legs at bottom shall be fitted with a plastic glide holder at bottom having glide screws for leveling
- d) **Frames** are made from teak wood of suitable size & spacing for more stability and for taking top load.



11. **Canteen Table (4' L x 3' D x 2½' H)**

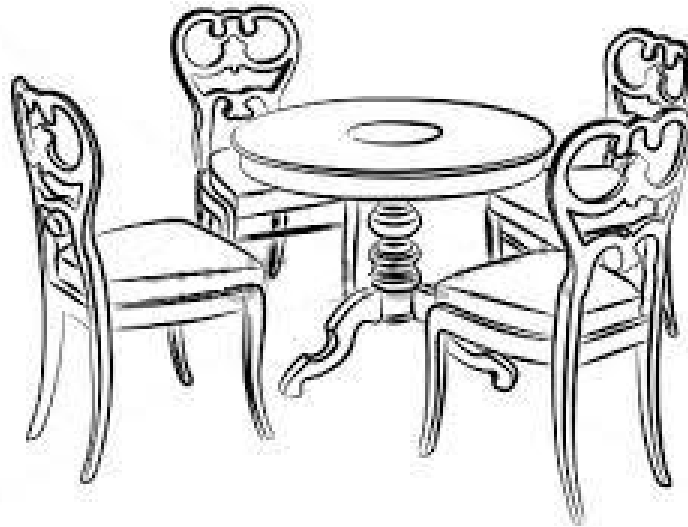
- a) **Canteen Table** :The Canteen tables are made of teak wood Legs & frames.
- b) **Work surface**: Table top shall be 25 mm thick pre-laminated particle board.
- c) **Legs** are made from teak wood. Legs at bottom shall be fitted with a plastic glide holder at bottom having glide screws for leveling

- d) **Frames** are made from teak wood of suitable size & spacing for more stability and for taking top load.



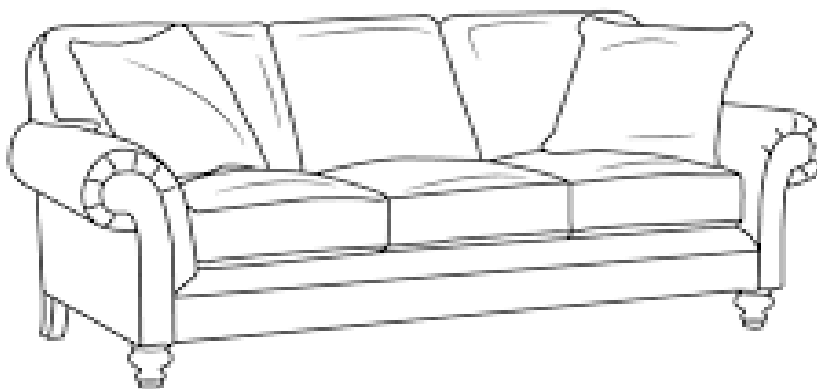
## 12. Canteen Chair (Without Arm)

- Canteen Chair** :The Canteen chairs are made of teak wood Legs & frames.
- Seat**: The seat shall consists of fabricated inner-frame assembly insitu-moulded Polyurethane foam having 25% compression of the foam. The complete moulded seat rest assembly is covered with a replaceable fabric upholstery cover.
- Frames** are made from teak wood of suitable size & spacing for more stability.
- Legs** are made from teak wood.. High quality 4 Nos. of plastic / rubber bushes are to be provided at the bottom of the leg of each chair.



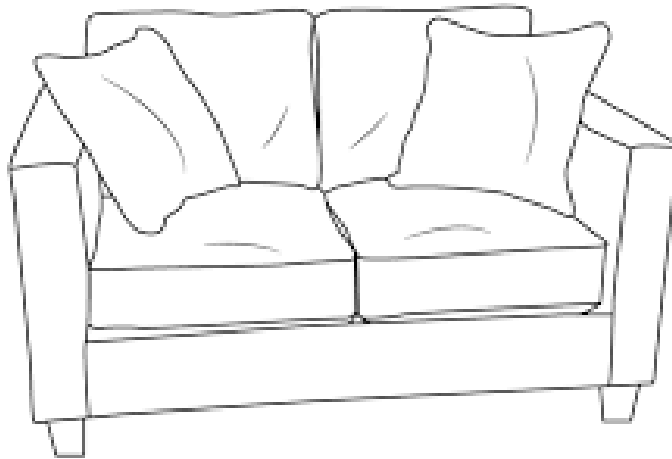
13. **Three Seated Sofa**

- a) **Three Seated Sofa** :The 3 (triple) Seated Sofa made of teak wood Legs & frames.
- b) **Seat rest Assembly**: The seat rest assembly consists of fabricated inner-frame assembly insitu-moulded Polyurethane foam having 25% compression of the foam. The complete moulded seat rest assembly is covered with a replaceable fabric upholstery cover.
- c) **Backrest Assembly**: The backrest assembly consists of fabricated inner-frame assembly insitu-moulded Polyurethane foam having 25% compression of the foam. The complete moulded backrest assembly is covered with a replaceable fabric upholstery cover.
- d) **Seat Size**: 520 mm (W) x 500 mm (D) x 150 mm (T)
- e) **Adjustable Glides**: The adjustable glide shall be fitted to all the legs to take care or unlevelled floor surface.



14. **Two Seated Sofa**

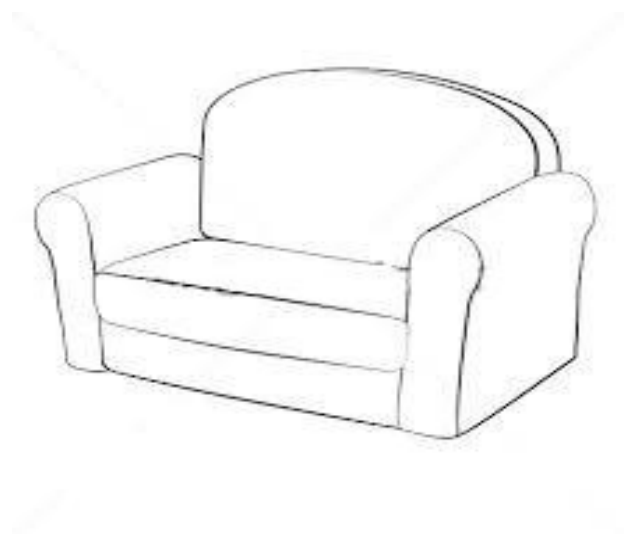
- a) **Two Seated Sofa** :The 2 (double) Seated Sofa made of teak wood Legs & frames.
- b) **Seat rest Assembly:** The seat rest assembly consists of fabricated inner-frame assembly insitu-moulded Polyurethane foam having 25% compression of the foam. The complete moulded seat rest assembly is covered with a replaceable fabric upholstery cover.
- c) **Backrest Assembly:** The backrest assembly consists of fabricated inner-frame assembly insitu-moulded Polyurethane foam having 25% compression of the foam. The complete moulded backrest assembly is covered with a replaceable fabric upholstery cover.
- d) **Seat Size:** 520 mm (W) x 500 mm (D) x 150 mm (T)
- e) **Adjustable Glides:** The adjustable glide shall be fitted to all the legs to take care or unlevelled floor surface.



#### 15. **One Seated Sofa**

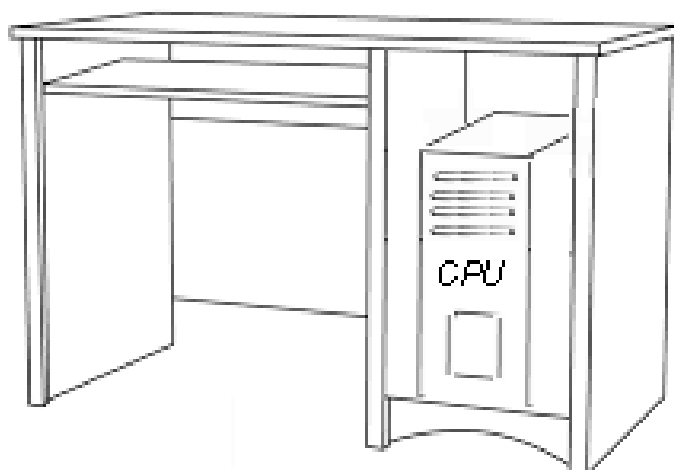
- a) **One Seated Sofa** :The 1 (single) Seated Sofa made of teak wood Legs & frames.
- b) **Seat rest Assembly:** The seat rest assembly consists of fabricated inner-frame assembly insitu-moulded Polyurethane foam having 25% compression of the foam. The complete moulded seat rest assembly is covered with a replaceable fabric upholstery cover.
- c) **Backrest Assembly:** The backrest assembly consists of fabricated inner-frame assembly insitu-moulded Polyurethane foam having 25% compression of the foam. The complete moulded backrest assembly is covered with a replaceable fabric upholstery cover.
- d) **Seat Size:** 520 mm (W) x 500 mm (D) x 150 mm (T)
- e) **Adjustable Glides:** The adjustable glide shall be fitted to all the legs to take care or unlevelled floor surface.





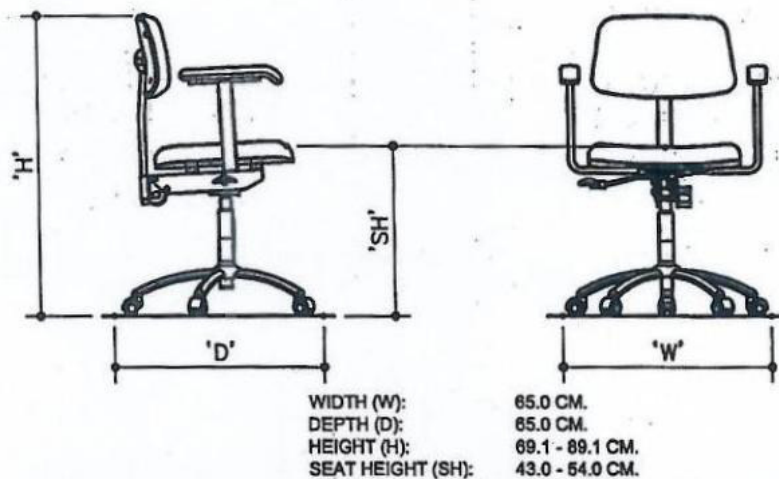
16. **Computer Table (3' L x 2' D x 2½' H)**

- a) **Worktop:** Made from 25 mm thick pre-laminated particle board. All the edges are sealed with 2 mm thick PVC edge band all around. Suitable holes for passing the cables / plugs are to be provided on Worktop and it should be closed with plastic cover leaving for the wire passing.
- b) **Side Panels:** Made from 18 mm thick pre-laminated particle board. All the edges are sealed with 2 mm thick PVC edge band on the user side and 0.8 mm on side. The side panels have 2 glide screws each for leveling of the desk.
- c) **Modesty panel:** Made from 18 mm thick pre-laminated particle board. All the edges are sealed with 0.8 mm thick PVC edge band all around.
- d) **CPU Cabinet:** The CPU Cabinet with a single drawer on the top shall be made from 18 mm pre-laminated particle board with a combination of 2 mm and 0.8 mm PVC edge band on all the exposed surfaces as per requirement for keeping CPU of desk top computer. The drawer will be provided with suitable slides for smooth operation.
- e) **Keyboard:** Sliding board below the Worktop shall be provided for keeping / operating the computer Keyboard.



## 17. Computer Chair

- a) **Seat / Back Assembly:** The seat / back are made up of 12 mm thick hot pressed plywood and upholstered with fabric and moulded Polyurethane foam together with moulded polypropylene seat & back covers. Seat size - 440 mm (W) X 410 mm (D). Back size - 390 mm (W) X 240 mm (H).
- b) **Armrests:** The one-piece armrests made of black integral skin polyurethane and reinforced with M.S. insert. The armrests are scratch and weather resistant. The armrests are fitted to the seat with seat / armrest connecting strip assembly made of steel.
- c) **Center Tilt Mechanism:** The mechanism is designed with the following features:
  - a) 360° revolving type
  - b)  $17^\circ \pm 2^\circ$  maximum tilt on pivot at center
  - c) Upright position locking
  - d) Tilt tension adjustment.
- d) **Pneumatic Height Adjustment:** The pneumatic height adjustment shall be provided.
- e) **Pedestal Assembly:** The pedestal is fitted with 5 nos. twin wheel castors.

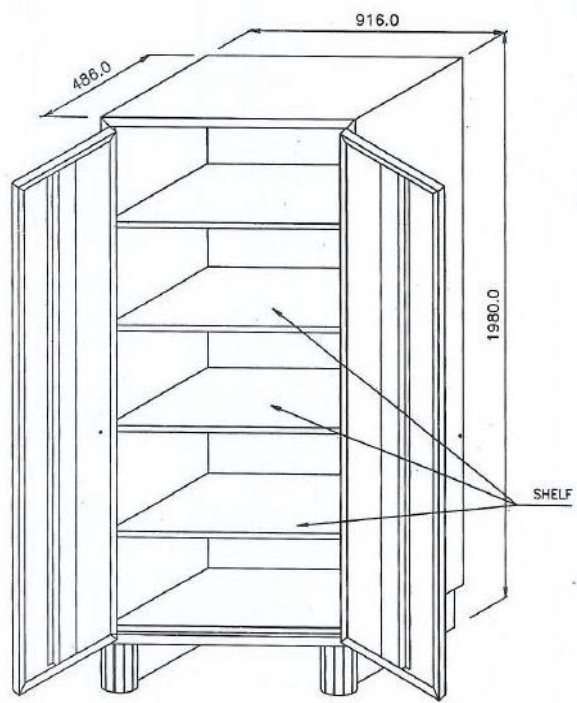


THESE DIMENSIONS ARE PRODUCT OUT TO OUT DIMENSIONS & VARIATIONS WITHIN  $\pm 2.0$  CM. ARE NORMAL

## 18. Almirah / Cupboard (3' W x 1.5' D x 6' H)

- a) **Model:** Almirah/ Cupboard Plain with 4 Nos. of Shelves
- b) **Product size:** 3' (Width) x 1.5' (Depth) x 6' (Height) excluding Leveler
- c) **Construction & Material:**
  - a) Welded construction
  - b) 0.7 mm thick CRCA (Cold Rolled Close Annealed) sheet for shelf
  - c) 0.8 mm thick, high yield strength CRCA for doors and back
- d) **0.9 mm thick CRCA for all other components**
- e) **Locking & handle:**
  - a) **Mazak pull handle**
  - b) **Three way locking mechanism with shooting bolt**
- f) **Shelving:**
  - a) Height wise adjustable shelf mounting
  - b) Uniformly distributed load capacity per each full shelf is 40kg maximum

- c) 4 nos. of adjustable full shelf
- d) Box file A4 size (85W x 345H x 285D) can be stored vertically on three shelves and the clear space above fourth shelf is 240 mm.
- g) **Leveler:** Screw type leveler with hex plastic base
- h) **Finish:** Epoxy Powder coated to the thickness of 50 microns.



#### 19. **MISCELLANEOUS:**

The Contract embodies the entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties and subject to the approval of the concerned authorities.

- a) Wherever applicable, the Engineer-in-Charge may approve any material equivalent to that specified in the tender subject to proof being offered by the Contractor for equivalence to his satisfaction.
- b) The tentative approved makes have been given in table below. However, in case of non availability of the brand specified in the table the contractor shall be allowed to use alternate equivalent brand of the material subject to submission of documentary evidence of non availability of the specified brand and with the approved of EIC or his authorized representative.

Sl. No.	Description	Approved Makes
1	WOOD WORK	2 <sup>nd</sup> Class Teak Wood / Hard Wood or Equivalent
2	PLYWOOD BOARD	Century / Green Ply / Anchor / Archid or Equivalent
3	BLOCK BOARD	Century / Green Ply / Anchor / Archid or

		Equivalent
4	HIGH PRESSURE LAMINATE	Century / Green / Marino / Formica or Equivalent
5	PVC EDGE BANDING TAPE	Rehau / Dolikin or Equivalent
6	FLOAT GLASS MIRROR	Modiguard / Saint Gobain or Equivalent
7	HARDWARE	Hettich / Hafele / Godrej / Blum or Equivalent
8	STAINLESS STEEL SCREWS	Kundan / Arrow / Hettich or Equivalent
9	SCREWS	GKW / Nettlefold / Hettich or Equivalent
10	HOT MELT GLUE FOR EDGE BANDING TAPE	Kleiberit 773.3 / Henkel or Equivalent
11	DOUBLE SIDED ADHESIVE TAPE	715 T / 720 T of Pentagon Bow or VHB 4915 / 4918 of 3 M or Equivalent

**20. SAMPLE / MOCK UP FURNITURE**

The bidder shall be required to prepare a mock up of all the furniture items. Any corrections suggested shall be made in mock up (either in the already prepared mock up or a new mock up) for which nothing extra shall be paid. Mass production of various furniture shall be taken up only after final approval of sample / mock up by the Engineer-in-Charge / representative of Embassy in writing.

**21. JOINERY FITTINGS**

Installation of panels to make units shall be done with required necessary joinery fittings such as connecting fittings, plastic dowels, push fix, modular clips, Levelling screws, plinth bushes / buffers, brackets, washers, screws etc. of approved make compatible to thickness of panels and hardware for which nothing extra shall be paid.