No. LIL/861/01/2026
High Commission of India
Lilongwe
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NOTICE INVITING TENDER FOR ENGAGING QUANTITY SURVEYOR / CONSULTANCY FIRM FOR CONSTRUCTION OF BOUNDARY WALL, GUARD ROOM AND MAIN GATE AT THE CHANCERY PLOT NO.16/27.

The President of India acting through the High Commission of India, Lilongwe, Malawi requests proposals in sealed envelopes from appropriately qualified and adequately experienced Quantity Surveyors/Consultancy Firms for providing consultancy services for the construction of Boundary Wall, Guard Room and Main Gate at the Chancery Plot of the High Commission of India, Lilongwe located at Plot No.16/27, Area 16, Lilongwe (Malawi).

The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) must reach office of Mr Sandeep Kumar, Head of Chancery, High Commission of India, Area 9, Plot no. 55, P.O Box 1482, Lilongwe, Malawi on or before 1700 hrs on 15.12.2026.

2. Important Dates:

Publish Date	17.11.2026
Bid Document Download Start Date	18.11.2026
Clarification /Site visit Start Date	19.11.2026
Clarification/ Site visit end Date	03.12.2026
Bid Submission Start Date	19.11.2026
Bid Submission End Date	15.12.2026 (1700 hrs)
Date of Technical Bid Opening	22.12.2026 (1500 hrs)
Date of Financial Bid Opening	will be intimated in due course

3. The detailed tender document along with its annexure may be downloaded from Central Public Procurement Portal at https://eprocure.gov.in/cppp/ or from the official website of the High Commission of India, Lilongwe, Malawi at https://hcililongwe.gov.in

4. Location and description of Properties

Plot No.16/27, Area 16, Lilongwe (Malawi).

5. SCOPE OF WORK : As per Section IV

6. **Period of Completion**: Until completion of construction works plus defect liability period.

7. **Site visit**: Physical visit to the site is advisable to have an idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from **19.11.2026 to 03.12.2026** during working hours after prior appointment with Mr Ashwini Chaturvedi, Attache (Admin), High Commission of India, Area 9, Plot no. 55, P.O Box 1482, Lilongwe, Malawi at adm.malawi@mea.gov.in

8. Submission: The proposals (bids) should be submitted in two parts: **(i)** Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as per terms & conditions of this tender; and **(ii)** Financial Bid, which should be as per the format given in this tender. The last date of submission of sealed bids is **1700 hrs on 15.12.2026** in the office of Mr Sandeep Kumar, Head of Chancery, High Commission of India, Area 9, Plot no. 55, P.O Box 1482, Lilongwe, Malawi. Technical bids will be opened on **1500 hrs on 22.12.2026** in the High Commission of India, Area 9, Plot no. 55, P.O Box 1482, Lilongwe, Malawi. All pages of the submission document must be signed by authorised signatory.

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NOTICE INVITING TENDER FOR ENGAGING QUANTITY SURVEYOR / CONSULTANCY FIRM FOR CONSTRUCTION OF BOUNDARY WALL, GUARD ROOM AND MAIN GATE AT THE CHANCERY PLOT NO.16/27.

TENDER DOCUMENTS

Tender Contents

A. Technical Bid Documents:

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

Document I – S- V : Bid Security Declaration (Section-VIII)

B. Financial Bid Documents:

Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender -Financial bid letter (Section-VI) (Lump sum fixed price to be quoted on this form by Bidder)

Document IV: Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section- VII)**/ Bid Securing Declaration (BSD) (Section-VIII)**

* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

** Section-VII & VIII – If EMD (Section-VII) has been submitted, there is no need to submit BSD (Section-VIII) and vice versa.

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NOTICE INVITING TENDER FOR ENGAGING QUANTITY SURVEYOR / CONSULTANCY FIRM FOR CONSTRUCTION OF BOUNDARY WALL, GUARD ROOM AND MAIN GATE AT THE CHANCERY PLOT NO.16/27.

INVITATION TO TENDER

1. The President of India acting through the High Commission of India, Lilongwe, Malawi. invites Lump-sum Fixed Price Tender for engaging Quantity Surveyor/Consultancy firm for construction of Boundary Wall, Guard Room and Main Gate at the Chancery plot No.16/27at Lilongwe, City Center. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents:

Technical Bid Document:	
Document – I	Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)
Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for Bank Guarantee, etc.

2. The last date of submission of sealed bids is **1700 hrs on 15.12.2026** in the office of Mr Sandeep Kumar, Head of Chancery, High Commission of India, Area 9, Plot no. 55, P.O Box 1482, Lilongwe, Malawi. Any Tender received after this date and time will not be considered.

3. Technical bids will be opened on **1500 hrs on 22.12.2026** in the High Commission of India, Lilongwe, Malawi. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Lilongwe, Malawi.

4. The Tender shall remain valid for a period of One Hundred Eighty (180) days from the date of opening or till any extended period.

5. Eligibility Criteria:

5.1 Permit: The Tenderer should have valid permit/registration from a competent local authority for working as Quantity Surveying/Project Management Consultancy firm. Tenderer should have valid registration with the **Construction Industry Regulatory Authority (CIRA) Malawi** for the entire contractual period.

5.2. Similar work: The Tenderer must have satisfactorily completed at least three similar projects during the **last five years**. Similar works means working as Quantity Surveyor / Consultancy firm for construction works.

5.3 Annual Turnover: The annual turnover of the tenderer should be more than to US Dollars **20,000/- (USD twenty thousand) or in equivalent Malawian Kwacha at prevailing bank rate**. during each of the immediate last three consecutive financial years.

5.5 Profit-Loss: The tenderer should not have suffered loss in more than two financial years in the previous five financial years and must not have suffered loss in the immediate previous financial year.

5.6 Experience : Should have at least **five years** of experience in consultancy services/ quantity surveyor related to building construction project.

5.7 Staffs : Should have qualified professional staffs like Quantity surveyors, Architect, Civil Engineers and site supervisors

5.8 Blacklisting : The tenderer should not be blacklisted by any Government, Public Sector Undertakings or International organisation.

6. Defects Liability Period (DLP): Defect Liability Period (DLP) shall be for a period of 12 (twelve) months from date of completion of work.

7. Performance Security: 5% of the contract value shall be submitted as Performance Security. The acceptable form of performance security is [Insurance Surety Bond], Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee [including e-Bank Guarantee] from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects. The form of Performance Security should be valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of defect Liability of the work. **Performance Security** shall be deposited within 15 **(fifteen)** days of issue of Letter of Intent. **The form of Performance Security should be unconditional.** Letter of award of work shall be issued on receipt of performance guarantee. (Format of Performance Security is attached **at Section IX**).

8. Financial quote & variations: Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities (BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

9. Commencement: Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

10. Completion: The Period of Completion for the whole of the works will be until completion of construction works plus defect liability period.

11. Retention Money: 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money shall be released on record of practical completion and remaining 50% released at the end of Defect Liability period.

12. Dispute Resolution:

12.1. If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination, shall be referred to arbitration.

12.2. The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.

12.3. The language of arbitration will be English and arbitration will have its seat at New Delhi (India)

13. Rejection: High Commission of India, Lilongwe, Malawi reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.

14. Sub-contractors: The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. High Commission of India, Lilongwe, Malawi reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reason.

15. The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

17.11.2026

Mr Sandeep Kumar
Head of Chancery
High Commission of India,
Area 9, Plot no. 55,
P.O Box 1482,
Lilongwe, Malawi.

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High Commission of India
Lilongwe
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NOTICE INVITING TENDER FOR ENGAGING QUANTITY SURVEYOR / CONSULTANCY FIRM FOR CONSTRUCTION OF BOUNDARY WALL, GUARD ROOM AND MAIN GATE AT THE CHANCERY PLOT NO.16/27.

SECTION-I

1. INSTRUCTION TO BIDDERS

1.1 The Bidding Documents comprise of:

Section-I : Instruction to bidders
Section-II : Introduction and Credentials of Bidder
Section -III : Terms and conditions of Contract
Section- IV : Scope of work
Section- V : Schedule of Quantity
Section - VI : Form of Bid
Section - VII : Standard formats for Earnest Money Deposit/Guarantee, etc.
Section-VIII : Bid Securing Declaration (BSD)
Section-IX : Performance Security format

1.2 Site visits: Physical visit to site is **mandatory** to acquaint oneself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.

Interested firms can visit the site from **19.11.2026 to 03.12.2026** during working hours after prior appointment with Mr Ashwini Chaturvedi, Attache (Admin), High Commission of India, Area 9, Plot no. 55, P.O Box 1482, Lilongwe, Malawi at adm.malawi@mea.gov.in

1.3 Cost of Tendering: The High Commission of India, Lilongwe will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submittal of his Tender/bid.

1.4 Earnest Money Deposit (EMD)

1.4.1 The bid security may be in the form of [Insurance Surety Bonds] Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee [including eBank Guarantee] from any of the Commercial Banks or payment online in an acceptable form amounting to **USD 500 or in equivalent Malawian Kwacha in prevailing bank rates**. The bid security shall be valid for a period of forty-five days beyond the final bid

validity period. **The bid security shall be refunded to the successful bidder on receipt of Performance Security.**

1.5 Lump Sum Fixed Price Tender - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.

1.5.1 The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.

1.5.2 Bidders are required to quote Lump-sum fixed prices on "Form of Tender" **in US dollar or equivalent Malawian kwacha at prevailing bank rates.** Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.

1.5.3 The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.

1.5.4 The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be **in US dollar or equivalent Malawian kwacha at prevailing bank rates.**

1.5.5 In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.

1.6 Validity of Bid - The Bid shall remain valid for a period of 180 (One Hundred Eighty) days from the date of the opening of the bid or up to any mutually extended period.

1.7 Tender and Schedule of Quantities

1.7.1 Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.

1.7.2 Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.

1.7.3 The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.

1.7.4 It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.

1.7.5 No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

1.8 Final Tender Price - Decision on bid will be taken based on Technical eligibility, previous experience in similar project/s and the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the "Form of Tender" shall be the basis for deciding the tender quote and the L1 bidder.

1.9 Errors and Rectification:

1.9.1 In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

1.9.2 If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

1.9.3 If amount quoted on Letter of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

1.10 Submission of bids: Bidders shall submit their bid in a large sealed envelope super-scribed with "For engagement of Quantity Surveyor/Consultancy firm for construction of Boundary Wall, Guard Room and Main Gate at the Chancery plot No.16/27 for High Commission of India, Lilongwe, Malawi" which shall have following three sealed envelopes inside:

Envelope A: Should contain the document mentioned in Section-VII. This envelope is to be super-scribed as **Earnest Money Deposit (EMD).**

Envelope B: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as "***Technical Bid***".

Envelope C: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as "***Financial Bid***".

1.10.1 The last date of submission of sealed bids is 1700 hrs on 22.12.2026 in the office of Mr Sandeep Kumar, Head of Chancery, High Commission of India, Area 9, Plot no. 55, P.O Box 1482, Lilongwe, Malawi

1.10.2 The date and time for submission may be deferred by an official notification in writing issued by the High Commission of India, Lilongwe, Malawi to all Bidders. Tenders received after this date will not be considered.

1.10.3 Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

1.11 Conditional Acceptance of the Tender - The acceptance of the Tender shall be conditional and not finally binding upon the High Commission of India, Lilongwe, Malawi. The High Commission of India, Lilongwe, Malawi may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.

1.12 Amendments to Tender Document - At any time prior to the date of opening of the tender, the High Commission of India, Lilongwe, Malawi may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the High Commission of India, Lilongwe, Malawi.

1.13 Clarification: Any further information or clarification which the Tenderer may require in order to complete his bid, may contact Mr. Ashwini Chaturvedi, Attache (Admin) adm.malawi@mea.gov.in or Mr Sandeep Kumar, Head of Chancery, at hoc.malawi@mea.gov.in at High Commission of India, Area 9, Plot no. 55, P.O Box 1482, Lilongwe, Malawi.

1.14 All information requested by and supplied to one bidder will be supplied to all bidders.

1.15 Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the [Name of Mission/Post] as to the meaning of anything connected with the Tender Document.

1.16 Disqualification of Tender - Tenderer may be disqualified for any reason including but not limited to the following:

1.16.1 If tenderer sets forth any conditions which are unacceptable to the High Commission of India, Lilongwe, Malawi.

1.16.2 If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.

1.16.3 If there is evidence of collusion between Bidders.

1.16.4 If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.

1.16.5 If Bid price is disclosed or become known before opening of Financial Bid.

1.17 Compliance with Laws and Regulations and Pricing of Schedule of Quantities -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT), etc. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

1.18 Compliance with Tender Document - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc. and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the High Commission of India, Lilongwe, Malawi.

1.19 No escalation of price- Price escalation, in rates due to any reason such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall **not** be applicable.

1.20 Payments:

1.20.1 The High Commission shall make all payments in US Dollar. Participating bidders must ensure that they are eligible to receive payment in USD in compliance with RBM guidelines. In case, bidders are unable to receive payment in USD, Mission shall make payment in equivalent Malawian Kwacha as per the prevailing bank rates at the time of payment.

1.20.2 All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the High Commission of India, Lilongwe, Malawi

1.20.3 The detailed work schedule would be furnished by the Contractor to the High Commission of India, Lilongwe, Malawi who will approve it before it forms part of the agreement.

1.20.4 However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the High Commission of India , Lilongwe, Malawi, the progress payment shall be made by the High Commission of India, Lilongwe, Malawi on the basis of evaluation of work done.

1.20.5 All permissible deduction shall be affected during the Progress Payment, in line with the provisions of the Contract.

1.20.5 The delay in payment, if any, by the tendering authority, shall not entitle the Contractor with the right to claim penalty/ damages/ interest/ compensation etc in case of any persisting dispute between the parties.

1.21 High Commission of India, Lilongwe, Malawi's right to waive - The High Commission of India, Lilongwe, Malawi reserves the right to waive any deficiency in any tender where such waiver is in the interest of the High Commission of India, Lilongwe, Malawi except that no proposal will be accepted if the Earnest Money Deposit (EMD) or Bid Securing Declaration in lieu of EMD or/any of the preceding statutory documents was not submitted with the tender.

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Lilongwe
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NOTICE INVITING TENDER FOR ENGAGING QUANTITY SURVEYOR / CONSULTANCY FIRM FOR CONSTRUCTION OF BOUNDARY WALL, GUARD ROOM AND MAIN GATE AT THE CHANCERY PLOT NO.16/27.

SECTION-II

2. Introduction and Credentials of Bidder

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

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SECTION-III

3. Terms and Conditions of Contract

3.1 Quoted price is final fixed lump-sum price inclusive of all taxes **excluding** VAT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.

3.2 Quoted price shall be exclusive of VAT. The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.

3.3 Period of completion for the work is until completion of construction works plus defect liability period.

3.4 Liquidated damages shall be levied on the Consultant for delay in completion if it is ascertained that Consultant is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. This shall be computed on per **day** basis.

3.4.1 Extension of Time In the event of failure of the Consultant to complete the work within the stipulated time period, prior approval for extension of time with proper justification would be sought by the Consultant from the employer. Delay in any of the activities without prior approval would amount to violation of the Contract. In case the work is delayed and the delay is attributed to the Consultant, the Employer may impose a penalty of 0.5% of total tendered cost of the Consultant for every week that the works remain unfinished after the specified date subject to maximum of 10% (ten percent) of the total tendered cost. **This shall be computed on per day basis.** Such penalty may be set off, adjusted against any sum payable to the Consultant under this Agreement.

3.4.2 TERMINATION : The Employer shall be entitled to terminate this Contract at any time for the Employer's convenience after giving 30 days prior notice to the Contractor. The High Commission also reserves the right to terminate the contract for:

a) Unsatisfactory performance.

b) Delay attributable to the consultant.

c) Misrepresentation of facts.

d) Conflict of interest : The consultant shall not participate directly or indirectly in any construction arising from this consultancy assignment.

e) Breach of contractual obligations.

3.5 Defects liability period

3.5.1 Defect Liability Period (DLP) shall be for a period of 12 months from date of completion of work. Contractor shall be bound to rectify / replace any defects / defective work which is noticed during defects liability period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the High Commission of India, Lilongwe shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the High Commission of India, Lilongwe, Malawi.

3.6 The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.

3.7 Commencement date of work shall be counted from the 15 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.

3.8 Payment- Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:

a) 20% upon submission and approval of DPR, Estimates and BOQ.

b) 20% upon completion of tendering process and award of work.

c) 30% proportionately during construction supervision.

d) 20% upon completion and submission of final completion report.

e) 10% After end of defects liability period

3.8.1 Quantity Surveyor (QS) shall not be permitted to participate in bidding for construction of this work i.e QS cannot become contractor.

3.8.2 Retention Money: 5% of contract amount of each bill for payment shall be deducted. 50% of this retention money shall be released on record of practical completion and remaining 50% released at the end of Defect Liability period of one year, subject to satisfaction of the employer about the work done. The detailed work schedule would be furnished by the Contractor to High Commission of India, Lilongwe, Malawi who will approve it before it forms the part of the agreement. All permissible deductions shall be affected during the settlement of Running Account Bills.

3.9 No escalation on rates due to delay in works shall be admissible.

3.10 Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or

equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.

3.11 Non-completion of work: In case of non-completion of work within stipulated time or within approved extended time, the High Commission of India, Lilongwe, Malawi shall be at liberty to confiscate the retention money, performance guarantee and any other dues of the Contractor and levy liquidated damages.

3.12 Force Majeure: In the event of force majeure i.e. unforeseeable events such as war, floods, earthquake etc beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under this contract, the contractual obligations as far as affected by such event shall be suspended for as long as the force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

3.13 Table of significant dates and Check list of documents to be attached with the bid/tender at an appropriate place in the tender document.

3.14 On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

3.15 Validity of the Contract: This Contract shall become effective and valid from the execution date of signing of the Contract by both the parties and the effective date of contract shall be effective from the initial date of services operated under this Agreement.

3.16 Additional Work: High Commission of India, Lilongwe, Malawi **shall not** allow any claims for additional work performed by contractor unless the additional work is authorized by High Commission of India, Lilongwe, Malawi in writing prior to the performance of the additional work or the incurrence of additional expenses. Any additional work authorized by High Commission of India, Lilongwe, Malawi shall be compensated at a rate mutually agreed to by the parties.

3.17 Time line:

a) Pre-Tender Consultancy: 04 weeks

b) Construction Supervision: Entire construction period

c) Defect Liability Monitoring: 12 months

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SECTION-IV
SCOPE OF WORK

The Consultant shall provide the following services:

Phase-I: Pre-Tender Services

a) Site inspection and assessment.
b) Preparation and review of conceptual designs and drawings.
c) Preparation of Detailed Project Report (DPR).
d) Preparation of Detailed Cost Estimates.
e) Preparation of Bill of Quantities (BOQ).
f) Preparation of technical specifications.
g) Preparation of tender documents.
h) Assistance in tendering process and evaluation of bids.
i) Recommendation of technically suitable contractor.

Phase-II: Construction Supervision

a) Regular supervision and monitoring of works.
b) Verification of quality of materials and workmanship.
c) Measurement and certification of executed works.
d) Review and certification of contractor's running bills.
e) Monitoring project progress and timelines.
f) Certification of variations, if any.
g) Ensuring compliance with approved drawings and specifications.
h) Submission of monthly progress reports.

Phase-III: Completion Services

a) Final measurement and certification.
b) Preparation of completion report.
c) Defect liability monitoring.
d) Final completion certificate.

No. LIL/861/01/2026
High Commission of India
Lilongwe
****

NOTICE INVITING TENDER FOR ENGAGING QUANTITY SURVEYOR / CONSULTANCY FIRM FOR CONSTRUCTION OF BOUNDARY WALL, GUARD ROOM AND MAIN GATE AT THE CHANCERY PLOT NO.16/27.

SECTION-V

Schedule of Quantity

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

Note: Please refer to Section-I of the document

Schedule of Quantities shall be enclosed by the Bidders. Bidders are requested to identify and quote the rates for individual items as listed. Items required for the satisfactory and complete execution of the scope of work may be added in the Schedule of Quantities with full nomenclature and specification of the item.

Bidders shall satisfy themselves regarding the accuracy and relevance of the quantities quoted in the Schedule of Quantities. These quantities are intended to serve as a general guide to assess the approximate extent of work involved in the project and should not be construed as final or exhaustive.

Prior to submission of the tender, the bidder is advised to conduct a thorough review of the site and scope of work. The bidder may add items or revise the quantities in the Schedule of Quantities based on site conditions, project requirements, and professional judgment. Any such additions or modifications should be clearly specified and quoted.

It shall be the sole responsibility of the bidder to ensure the completeness of the tender documents in relation to the full scope of work. This includes, but is not limited to, reviewing all drawings, technical specifications, and conducting a physical site visit. The bidder must base their assessment of the work not only on the tentative scope of work provided but also on their own due diligence.

No additional costs or claims shall be entertained or payable on account of any new or clarifying information provided at a later stage that pertains to the scope already defined or reasonably inferable from the tender documents.

All materials used in the execution of the project shall be of **good quality**, conforming to relevant national or international standards and approved by the Engineer-in-Charge or the designated project authority. Samples of materials shall be submitted for prior approval where applicable. Any substandard material or poor workmanship will be rejected and must be replaced or rectified at the bidder's own cost. It is the responsibility of the bidder to ensure that all supplies and works meet the specified quality standards and are suitable for long-term durability, safety, and performance.

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SECTION-VI

6. Form of Tender

(To be submitted by the bidder)

To: High Commission of India, Area 9, Plot no. 55, P.O Box 1482, Lilongwe, Malawi

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of: _____exclusive of VAT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -------

duly authorized to sign tenders for and on behalf of

Address:

Date:

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SECTION-VII

PROFORMA FOR EARNEST MONEY DEPOSIT(EMD)/TENDER SECURITY

[Insurance Surety Bond]/ Account Payee Demand Draft/ Fixed Deposit Receipt from a Commercial bank/Bank Guarantee [including e-Bank Guarantee] No.....

Brief description of contract: **ENGAGEMENT OF QUANTITY SURVEYOR / CONSULTANCY FIRM FOR CONSTRUCTION OF BOUNDARY WALL, GUARD ROOM AND MAIN GATE AT THE CHANCERY PLOT NO.16/27.**
Name and Address of Beneficiary: High Commission of India, Lilongwe (Malawi)
Date:

Whereas M/s (**Name of Contractor with address**)_____ have submitted their tender for **engagement of quantity surveyor / consultancy firm for construction of boundary wall, guard room and main gate at the chancery plot no.16/27 of High Commission of India, Lilongwe** and one of the tender conditions is for the M/s (**Name of Contractor with address**) _____to submit a **[Insurance Surety Bond]/ Account Payee Demand Draft/ Fixed Deposit Receipt from a Commercial bank/ Bank Guarantee [including e-Bank Guarantee]** for Earnest Money Deposit amounting to **USD 500 (US Dollar five hundred only) in equivalent Malawian Kwacha**. In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of [Amount].

2. This guarantee is valid for a period of 180 (One hundred and eighty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to [Amount].

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) _____up to the (**date after 180 days from date of issue**)

_____and claims under this guarantee should be submitted not later than **(date after 180 Days from date of issue)**_____.

5. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

6. This guarantee shall be governed and construed in accordance with the laws of the Republic of Malawi and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Malawi Courts.

Date: Place:
Name: Signature:

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Lilongwe
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SECTION-VIII
PROFORMA FOR BID SECURITY DECLARATION IN LIEU OF EMD

(On Bidders letterhead)

Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security (On Bidders' Letter Head)

I /We, the authorized signatory of M/s_____, participating in the subject Tender No: _____, for the job of _____, do hereby declare that in the event:

I / We withdraw / modify our bid during the period of bid validity
OR

I/We commit any other breach of tender conditions/ contract which would have otherwise attracted forfeiture of EMD

OR

I / We fail to / refuse to initiate the execution of the awarded Contract as per the terms of the Contract

then I / We could be suspended from being eligible for bidding / award of all future tender(s) for a period as decided by the High Commission of India, Lilongwe.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

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SECTION-IX
PROFORMA FOR PERFORMANCE SECURITY

[Insurance Surety Bond]/ Account Payee Demand Draft/ Fixed Deposit Receipt from a Commercial bank/Bank Guarantee [including e-Bank Guarantee] No.....
Brief description of contract: for **engagement of quantity surveyor / consultancy firm for construction of boundary wall, guard room and main gate at the chancery plot no.16/27 of High Commission of India, Lilongwe**
Name and Address of Beneficiary: High Commission of India, Area 9, Plot no. 55, P.O Box 1482, Lilongwe, Malawi

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for : **engagement of quantity surveyor / consultancy firm for construction of boundary wall, guard room and main gate at the chancery plot no.16/27 of High Commission of India, Lilongwe** and one of the tender conditions is for the M/s (**Name of Contractor with address**)_____ to submit a **[Insurance Surety Bond]/ Account Payee Demand Draft/ Fixed Deposit Receipt from a Commercial bank/Bank Guarantee [including e-Bank Guarantee]** for Performance Security (5% of contract value-consultant's fee) amounting to_____ . In fulfilment of the tender conditions, we, (**Name of Bank with address**) _____hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the aggregate amount equivalent to 3% of the contract value.

2. This guarantee is valid for a period of **60 Days after the date of Defect Liability for the completion of work** and any claim and statement hereunder must be received at the above-mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to 5% of contract value amounting to_____.

4. This guarantee may not, without our prior written consent, be transferred or assigned and this guarantee is limited to the payment of a sum of money.

5. This guarantee shall be governed and construed in accordance with the laws of the Malawi and is governed by the United Rule for Demand Guarantee(URDG) (ICC Publication No.758) and shall be subject to exclusive Jurisdiction of the Malawi Courts.

Date: Place:
Name: Signature: