



सत्यमेव जयते

**Tender for Annual Maintenance Contract for servicing and maintenance of
Electrical Sub-Station, Diesel Generator Sets, Electrical power supply system and Heat,
Ventilation & Air Conditioning (HVAC) System in the Chancery Complex of High Commission
of India, Dhaka**

TENDER NO.: DAC/ADM/885/4/2017

Dated: 28.11.2019

Last date for submission of bid: 23 December, 2019

**High Commission of India
1-3 Park Road, Baridhara, Dhaka 1212.**

NOTICE INVITING TENDER

1. High Commission of India, Dhaka invites Tender under two bid system from registered and authorized firms/ service agencies for Annual Maintenance Contract (AMC) for servicing and maintenance of **Electrical Sub-Station, Diesel Generator Sets, Electrical power supply system and HVAC System** at the High Commission of India, Dhaka at 1-3, Park Road, Baridhara, Dhaka 1212.
2. The tender document can be downloaded from the websites <http://www.eprocure.gov.in> or <http://www.hcidhaka.gov.in> from 28.11.2019 at 1700 hrs onwards. The document may also be purchased from the office of Head of Chancery, HCI, Dhaka on payment of BDT 500 (BDT five hundred only) IN CASH (from Sunday to Thursday from 1000 hrs to 1600 hrs). In case, a firm has downloaded the tender document from the official website of the High Commission of India, Dhaka i.e. www.hcidhaka.gov.in it must ensure that the requisite tender fee is enclosed in the form of an Account Payee Demand Draft from any of the commercial banks in favour of High Commission of India, Dhaka+ along with its technical bid, failing which the tender will be treated as incomplete and will be ignored. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted in the website of the High Commission of India, Dhaka, as given above.
3. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as Technical Bid+ and Financial Bid+. Both sealed covers should be put in a single enveloped superscribed as Tender No.DAC/Adm/885/4/2017 for AMC of **Electrical Sub-Station, DG Sets, Electrical power supply system and HVAC System**". The envelope should be addressed to The Head of Chancery, High Commission of India, Plot 1-3, Park Road, Baridhara, Dhaka-1212+. Two sets of Tender shall be submitted; one in original and one in copy. In case of any discrepancy between original and copy, the original shall prevail. The envelope should then be dropped at the Reception of the High Commission of India, Dhaka at the address given above. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose.
4. The Earnest Money Deposit (EMD) of BDT 42,000/- (BDT forty two thousand only) in the form of Account Payee Demand Draft/Pay Order drawn in favour of High Commission of India, Dhaka+ is required to be submitted along with bids. EMD should be submitted in the envelope containing technical bids.
5. The last date for submission of bids is on 23.12.2019 at 1700 hrs. The Technical Bids will be opened on 24.12.2019 at 1600 hrs by a Tender Evaluation Committee (TEC) authorized by the Competent Authority. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the TEC. The pre-bid site visit will be conducted on 04.12.2019 at 1500 hrs, following which a pre-bid meeting will be organized in the High Commission of India, 1-3, Park Road, Baridhara, Dhaka-1212. For any queries regarding the tender, please send a mail to adm.dhaka@mea.gov.in.
6. The Competent Authority reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.

Tel No +880-02-55067330

(Midhun T. R.)
Head of Chancery

LETTER OF BID

Dated: 0 0 0 0 , 2019

To,
Shri Midhun T. R.
Head of Chancery
High Commission of India,
Plot 1-3, Park Road, Baridhara
Dhaka-1212.

Ref: Invitation for Bid No. DAC/ADM/885/4/2017 dated 28.11.2019

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,
2. We offer to execute in conformity with the Bidding Documents for AMC for servicing and maintenance of Diesel Generator Sets, Electrical Sub-Station, electric power supply system and HVAC System of the High Commission of India, Dhaka at 1-3, Park Road, Baridhara, Dhaka 1212 at the Chancery complex of the High Commission of India, Dhaka.
3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,
Authorized Signatory

(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

DATES TO REMEMBER

Sl. No.	Events	Date
i)	Notice Inviting Tender	28.11.2019 at 1700 hrs
ii)	Site visit followed by pre-bid meeting	04.12.2019 at 1500 hrs
iii)	Start date of bid submission	05.12.2019 at 1000hrs
iv)	Last date of bid Submission	23.12.2019 at 1700 hrs
v)	Opening of Technical Bids	24.12.2019 at 1600 hrs
vi)	Opening of Financial Bids (of only those who qualifies in technical bids stage)	Date to be intimated later

1. **GENERAL INSTRUCTIONS**

1.1 **Contact information:**

Head of Chancery
High Commission of India
Plot 1-3, Park Road, Baridhara
Dhaka-1212, Bangladesh
Tel No +880-02-55067330
Email: hoc.dhaka@mea.gov.in

1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in> OR <http://www.hcidhaka.gov.in> from 28.11.2019 at 1700 hrs onwards. The last date of submission of bids is 23.12.2019 till 1700 hrs.

1.3 Site Visit/Pre-bid meeting: Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work on 04.12.2019 at 1500 hrs following which a pre-bid meeting will be conducted. The site address is High Commission of India, 1-3, Park Road, Baridhara, Dhaka -1212.

1.4 **SUBMISSION OF BIDS**

The Bid shall be neatly arranged, plain and intelligible. Each page of the bid should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature. The bidder, as part of its Technical bid, will submit its company profile and information regarding its key personnel, per **Annexure-6** of this tender document, with supporting documents such as copy of National ID, etc.

1.5 **Late Bids**

Any bid inadvertently received by HCI, Dhaka after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

1.6 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, HCI, Dhaka may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

1.7 Purchaser's Right to amend Scope of Work

If, for any unforeseen reasons, HCI is required to change the Scope of Work, this change shall be acceptable to the bidder without change in the unit price quoted.

1.8 Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, HCI's interpretation of the clauses shall be final and binding on all parties.

1.9 Cancellation of Tender

The High Commission reserves the right to cancel the tender or re-tender at any stage for security reasons or for any other reason as decided by the Competent Authority.

2. SCOPE OF WORK – EQUIPMENT/MACHINERY

2.1 DG sets . 3 x 600 KVA, 1x 140 KVA (Cummins), Transformers (Cast Resin) of 2 x 11KV/415 Volt

2.2 HVAC System . 205 indoor ceiling units

2.3 Power Supply System . Main panel, floor panel, Distribution Boards, Earthing system, voltage fluctuation, Insulation test of all DBs

General Terms & conditions and Scope of work for the Comprehensive maintenance contract for the DG sets, Electric Sub Station and other electrical equipment as notified by the Client

2.4 The tender is for Comprehensive Annual Maintenance of DG Sets, Electrical sub station, HVAC System and Power Supply System and also includes all areas of the HCI, Complex where electrical and air conditioning works are involved.

2.5 The AMC will be for a period of 1 (one) year, after which the AMC may be extended for a period of two years, on year-to-year basis (in total not more than three years) depending on the performance of the contractor and on the same terms and conditions as for the first year of the contract.

2.6 The firms / agencies/ contractors who wishes to quote are required to visit and examine the whole systems and satisfy themselves before submitting their offer and to apprise themselves about the plant and equipment, accessories and parts of the complete systems.

2.7 The routine maintenance and periodical maintenance of all the electrical equipment is to be done. Necessary preventive maintenance, breakdowns if any is to be attended throughout the day in 3 shifts, 7 days a week, with experienced and qualified personnel.

- 2.8 The routine operation of all D.G. Sets is to be done by the experienced and qualified personnel at any time of the day by working on 3 shifts basis.
- 2.9 The periodical and routine maintenance of all the D.G.Sets, Electrical panel, condenser water pumps, cooling towers, battery chargers and other connected equipments is to be done.
- 2.10 Any materials required for breakdown or for such other required work is to be executed on cost of material, which should be approved by the Client.
- 2.11 The required log books, maintenance schedule charts are to be maintained and be made available for inspection by the Client.
- 2.12 The offer required is expected to be complete in all respects including the deployment of appropriate manpower to execute the stated requirements round the clock. The bidders have to note that at least two persons are required in each shift for the three shifts on all 7 days. One member in each one of the three shifts is expected to be a person who has the requisite qualification and experience to handle the task and be responsible to deliver the services where as the other member could be a person of less experience but capable to assist the shift-in-charge in discharging the responsibilities. All the tools and test equipments required for making necessary measurements to provide the details regarding the load distribution and other parameters is the responsibility of the bidder.
- 2.13 All spares parts and materials shall be genuine and of same make and type as installed wherever applicable and a minimum quantity of spares and materials for routine maintenance may be kept at site to minimize time of maintenance. The firm / agency / contractor has to keep all equipments well maintained for the work so as to give proper output at all times.
- 2.14 Proper care shall be taken to avoid major breakdown at the Electrical Sub-station. In the event of any breakdown, the same will be attended immediately after reporting of the fault. Similarly, if any breakdown takes place due to negligence of firm/ agency/ contractor, the whole component has to be replaced/ rectified to bring it to the original condition immediately.
- 2.15 The rates shall be quoted on yearly basis. The rates shall be all inclusive including taxes and duties etc.
- 2.16 Rate should be quoted in figure as well as in words as per ANNEXURE. I.
- 2.17 In case any of staff is not found upto the mark and not able to do work properly, he will have to be changed as per the instruction of HCI, Dhaka and immediately replaced by another qualified staff.
- 2.18 In case of any problem with the equipment, the firm/agency/contractor shall inform HCI, Dhaka immediately.
- 2.19 The firm/ agency/ contractor shall keep the equipment well maintained, neat and clean and adhere to the maintenance schedule of various equipment given in the respective manuals. Upon placement of work order they will prepare the maintenance schedule and discuss the same with the High Commission's deputed official for its implementation. This may be revised from time to time as per the requirement.

2.20 Penalty : The firm shall rectify any breakdown within 24 hours failing which penalty for non-performance @ 0.5 % per week of delay subject to a maximum of 10% of the contract price will be imposed and in the event of any damage to the property or life arising out of nonperformance, contractor will be solely responsible

2.21 Levy/Taxes payable by contractor - Sales Tax/ VAT or any other tax on materials in respect of this contract shall be payable by the contractor and HCI, Dhaka shall not entertain any claim whatsoever in this respect.

2.22 **BREAK DOWN MAINTENANCE**

The Contractor shall also undertake to provide a comprehensive breakdown service whereby qualified technicians shall attend to each breakdown as soon as practicable after a breakdown is reported and carry out immediate remedial work at a reasonable speed according to the nature of the breakdown. Any faulty equipment or components shall be quickly replaced.

3. **MINIMUM ELIGIBILITY CRITERIA**

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

- a) **Legally Valid Entity**: The bidder/bidding firm should necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having valid Trade License granted by the City Corporation to do business.
- b) **Registration**: The bidder/bidding firm must have VAT registration with the concerned authority.
- c) **Experience**: The bidder/bidding firm shall have experience of supply and installation of video door phone for Embassies/High Commissions/Government Ministries/ Departments/ Public Sector Companies/ Reputed Corporate Organizations/Multinational Companies.
- d) **Company profile/information regarding key personnel**: The bidder/bidding firm shall also include in its bid, as per pro-forma at **Annexure-6** to this tender document, details about the company and its key personnel.
- e) **EARNEST MONEY DEPOSIT (EMD)**: The bidder/bidding firm should attach the EMD of appropriate value, as prescribed in this tender document.

3.2 **Documents in support of Minimum Eligibility Criteria:**

- a. As proof of having fully adhered to the minimum eligibility criteria at 3.1 (a) above, attested copies of certificates issued by the respective authority should be attached with the bid.
- b. As proof of having fully adhered to the minimum eligibility criteria at 3.1 (b) above, attested copy of VAT Registration certificate should be attached with the bid.

- c. As proof of having fully adhered to the minimum eligibility criteria at 3.1 (c) above, attested copies of experience certificates for complete/ongoing work issued by Foreign Embassies/High Commissions/ Government Ministries/Departments/Public Sector Companies/Reputed Corporate Organizations/ Multinational Companies should be attached with the bid.
- d. As proof of having fully adhered to the minimum eligibility criteria at 3.1 (d) above, copies of supporting documents for company profile/information about key personnel should be attached with Annexure-6 to this tender document.
- e. As proof of having fully adhered to the minimum eligibility criteria at 3.1 (e) above, the PO/DD towards EMD (in original) should be attached with the Technical bid.

4. **EARNEST MONEY DEPOSIT**

- 4.1 The tender documents must be accompanied by Earnest Money Deposit of appropriate amount, in the form of a Demand Draft (DD) drawn on any Nationalized Bank, in favour of **'High Commission of India, Dhaka'**. The amount towards EMD is **Tk. 42,000/- [Taka Forty Two Thousand only]** and should be submitted in the envelope containing technical bid. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/cheque/ FDR/ BG or any other form except DD. No interest shall be payable on EMD.
- 4.2 The EMD will be returned to the bidder(s) whose offer is not accepted by HCI, Dhaka within 30 days from the date of issuance of work order on the selected bidder.
- 4.3 The successful bidder, on award of contract / order, must send the contract/ order acceptance in writing, within 7 days of award of contract/ order, failing which the EMD will be forfeited and the order will be placed to the next successful bidder.
- 4.3 The EMD shall be forfeited:
 - i) If the bidder withdraws the bid during the period of bid validity specified in the tender.
 - ii) In case a successful bidder, fails to furnish the Performance Bank Guarantee
 - iii) If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/order.

5. **VALIDITY OF BIDS**

- 5.1 Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- 5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 5.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

6. **PREPARATION OF BIDS**

- 6.1 Language: Bids and all accompanying documents shall be in **English** only. The technical as well as the financial bids should be submitted in two sets . one original and one copy.

- 6.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents alongwith all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. Documents comprising the Bid:
- Technical Bid Submission Form duly signed and printed on Company's letter-head.
 - Contact Details Form, duly filled and signed & stamped.
 - Earnest Money Deposit of BDT 42,000/-
 - All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 above.
- 6.3 **Financial Bid:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as ~~Envelope B-~~ Envelope B- Financial Bid.

7 SUBMISSION OF BIDS

- 7.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to Head of Chancery, Plot 1-3, Park Road, Baridhara, Dhaka. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE A q	Technical bid
ENVELOPE B q	Financial Bid

- 7.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the High Commission, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.

BID OPENING PROCEDURE

- 8.1 The Technical Bids (Envelope A) shall be opened in the Conference Room of the Head of Chancery, HCI, Dhaka on 24.12.2019 at 1600 hrs in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the High Commission. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the High Commission. The Financial bids (Envelope ~~B~~q) will be opened on a subsequent date.
- 8.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 8.3 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.

- 8.4 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 8.5 After opening of the Technical Bids and verifying the EMD amount, or a judicially valid Undertaking, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

9 CLARIFICATION ON TECHNICAL BID EVALUATION.

- 9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 9.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 3.2.

10 PERFORMANCE SECURITY (PS):

- 10.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favour of 'High Commission of India, Dhaka', payable at Dhaka in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the work. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.
- 10.2 The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.
- 10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of work, such failure shall constitute a breach of the contract and the High Commission shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- 10.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

11 **VALIDITY OF CONTRACT-** The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Mission. Pro-forma of the contract agreement is prescribed at Annexure 4.

12 **PAYMENTS**

12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the AMC.

12.2 The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.

12.3 The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of submission of acceptable invoices.

12.4 All payments shall be made in Bangladeshi Taka (BDT) by means of crossed cheques.

12.5 The Client shall be entitled to deduct in accordance with applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.

12.6 The payment to the workers in accordance to minimum wages prescribed by the Govt of Bangladesh alongwith the statutory compliance Bonus is sole responsibility of the SP. In case of revision in minimum wages by the Government of Bangladesh, the same would be absorbed by the Mission. Claim for any other escalation shall not be entertained by the Ministry

12.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

13. **Other Conditions, Force Majeure & Penalty Clause**

13.1 The workers provided by the SP should be on the roll of the Company and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the High Commission before deployment for work at Chancery complex.

- 13.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 13.3 The Company should submit precise profile of its key clients alongwith details of services provided.
- 13.4 In case the Service Provider fails in adhering to the daily maintenance requirements, and Mission has to make alternative arrangements for the servicing/maintenance, then Service Provider would reimburse the cost of such arrangements.
- 13.5 Service Provider would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. Service Provider would indemnify Mission against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Mission would not be liable to pay any damages or compensation to such cleaners or to any third party.
- 13.6 In case of any complaint, either as regards the nature of service or as regards the behaviors of workers on duty or otherwise, Service Provider would be intimated and would be required to take corrective measures promptly.
- 13.9 High Commission of India reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the High Commission in this regard shall be final and binding on all.
- 13.10 High Commission of India reserves the right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 13.11 The High Commission may, by written notice sent to the Service Provider, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the High Commission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 13.12 The bidder must have modern equipments, latest technical expertise for work on site.
- 13.13 Any wrong or misleading information will lead to disqualification.
- 13.14 Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- 13.16 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's premises as stated in the eligibility criteria.

Format for Submitting the Price Schedule

(To be submitted along with the financial bid in separate sealed cover)

BID No. **DAC/Adm/885/04/2017**

Date: ̄ ̄ ̄ ̄ ̄ ̄ ̄ ̄ ̄ ̄ ̄ ̄ .

To,

Head of Chancery

High Commission of India

Plot No. 1-3, Park Road

Baridhara

Dhaka . 1212.

Price Schedule

Sl.No.	Item	Price (in Taka) per month	Total Price (Taka) per annum
1.	Expenditure in respect of personnel		
2.	Any other charges		
3.	Applicable taxes, if any		
	Total		

Note:

Above quoted price is complete in all respect, including applicable taxes as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature of Authorised Signatory)

Name :

Designation :

Company seal :

(On the letterhead of the bidding company)

**The Head of Chancery
High Commission of India
1-3, Park Road, Baridhara
Dhaka.**

UNDERTAKING

I, _____, of M/s. _____, having registered office at _____, do hereby undertake that my company, M/s. _____, will not withdraw or modify its bids from Tender No. DAC/ADM/881/2/2017 dated 28.11.2019 for the Annual Maintenance Contract (AMC) for servicing and maintenance of Electrical Sub-Station, Diesel Generator Sets, Electrical power supply system and HVAC System of High Commission of India, Dhaka during the period of validity of the bids.

I further undertake to have understood that if my company M/s. _____ withdraws or modifies its bids or if it fails to sign the contract or fails to submit a performance security before the stipulated deadline if the work is awarded to it, M/s. _____ will be suspended for a specified time period from being eligible to submit bids for contracts with the High Commission of India, Dhaka.

Place :
Date :

(Signature of Authorised Signatory)
Name :
Designation :
Company seal :

Notification of Award

Contract No:
To:
[Name of Contractor]

Date:

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of Tk *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security and signing the Contract Agreement within Seven (7) days.

We attach the Contract Agreement for your perusal and signature.

Signed
Duly authorised to sign for and on
behalf of *[name of Procuring
Entity]*
Date:

Contract Agreement

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *[name and address of Employer]* (hereinafter called *the Employer*) of the one part and *[name and address of Contractor]* (hereinafter called *the Contractor*) of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, *[brief description of works]* and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka *[Contract price in figures and in words]* (hereinafter called *the Contract Price*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

The documents forming the Contract shall be interpreted in the following order of priority:

the signed Contract Agreement;
 the letter of Notification of Award
 the completed Tender Submission Sheet as submitted by the Tenderer;
 Work Methodology,
 the priced Bill of Quantities as submitted by the Tenderer;
 Scope of Work, and
 Performance Guarantee

The contract is valid for one year starting from.....

In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature
 Print Name
 Title
 In the presence of
 Name
 Address

PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,
Head of Chancery
High Commission of India
Dhaka

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by HCI, Dhaka M/s (Name & Address of vendor) for.

The conditions of this order provide that the vendor shall,

Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and

Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Bangladesh, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the purchase order No. _____ M/s. (name of vendor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

HCI, Dhaka shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of the HCI, Dhaka under any security(ies) now, or hereafter held by the HCI, Dhaka and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the HCI, Dhaka hereunder or of prejudicing right of the HCI, Dhaka against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the HCI, Dhaka and liabilities of the supplier arising upto and until date 0 0 .

Your right to recover the said sum of Tk. _____ Taka _____ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to Tk _____ (Taka _____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed

against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

Our liability under this guarantee shall not exceed Tk ̄ ̄ ̄ ̄ ̄ ̄ .(in words)

This bank guarantee shall be valid up to ̄ ̄ & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee

We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before ̄ ̄ ̄ ̄ .

The Bank guarantee will expire on ̄ ̄ ̄

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Signatory

Authorised

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

NAME OF THE COMPANY

2, NAME AND DESIGNATION OF
AUTHORISED REPRESENTATIVE

COMMUNICATION ADDRESS

PHONE NO./MOBILE NO.

FAX E-MAIL I.D,

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

NAME OF THE CONTACT PERSON

2 DESIGNATION

PHONE No

MOBILE No

E-MAIL ID

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY
(With ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.
- 5.