



**Tender for AMC for the comprehensive maintenance of Security apparatus -
CCTV cameras, Access Control, X-Ray baggage scanner, DFMD, HHMD, Under
Vehicle Scanner, Tyre killers, Boom barriers, XBIS, Bollards, Spike Barriers, Fire
Detection & Fire Alarm – installed at the High Commission of India, Dhaka**

**TENDER NO.: DAC/ADM/885/2/2017
Dated: 19.11.2017**

Last date for submission of bid: 21.12.2017

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

Dhaka , dated 19.11.2017

NOTICE INVITING TENDER

High Commission of India, Dhaka invites Tender under two bid system from registered and authorized firms/ service agencies for the Annual Maintenance Contract (AMC) for the Security Apparatus (**including** CCTV cameras, Access Control, X-Ray baggage scanner, DFMD, HHMD, Under Vehicle Scanner, Tyre killers, Boom barriers, XBIS, Bollards, Spike Barriers, Fire Detection & Fire Alarm) installed at the premises of 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.mea.gov.in>, <http://www.eprocure.gov.in> or <http://www.hcidhaka.gov.in> from **20.11.2017** 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 above mentioned official websites, 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/885/2/2017 for AMC for Security Systems". The envelope should be addressed to "The Head of Chancery, High Commission of India, Plot 1-3, Park Road, Baridhara, Dhaka-1212". 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 under any circumstances.

4. The Earnest Money Deposit (EMD) of BDT 25,000/- (BDT Twenty five 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 alongwith tender bids.

5. The bidders have an option to submit, in lieu of EMD of BDT 25,000, a signed Undertaking to the effect that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the stipulated deadline, they will be suspended for a specified time period from being eligible to submit bids for contracts with the High Commission of India.

6. The Technical Bids will be opened on 21.12.2017 hrs by a Committee authorized by the Competent Authority of the High Commission. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on 27.11.2017 between 1500 - 1530 hrs, following which a pre-bid meeting will take place in the High Commission of India, 1-3, Park Road, Baridhara, Dhaka-1212. For any queries, please write to projects.dhaka@mea.gov.in.

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

(Head of Chancery)

Tel No +880-02-55067301

LETTER OF BID

Dated: , 2017

To

Head of Chancery
High Commission of India,
Plot 1-3, Park Road, Baridhara
Dhaka-1212.

Ref: Invitation for Bid No. DAC/ADM/885/2/2017 dated November 19, 2017

We, the undersigned, declare that:

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 Security apparatus/equipment (including CCTV cameras, Access Control, X-Ray baggage scanner, DFMD, HHMD, Under Vehicle Scanner, Tyre killers, Boom barriers, XBIS, Bollards, Spike Barriers, Fire Detection & Fire Alarm, installed at the High Commission of India, Dhaka at 1-3, Park Road, Baridhara, Dhaka 1212.

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.	Occasion	Date
1	Notice Inviting Tender	20.11.2017
2	Sale of tender document	20.11.2017 (1000 – 1600 hrs on all working days – Sunday to Thursday)
3	Site visit followed by Pre-bid meeting	27.11.2017 (1500 hrs)
4.	Last date of Tender Submission	21.12.2017 – 1300 hrs
5.	Opening of Technical Bids	21.12.2017 - 1700 hrs
6.	Opening of Financial Bids (of only those who qualifies in the minimum eligibility criteria)	Date to be intimated later

1. **GENERAL INSTRUCTIONS**

- 1.1 For the Bidding / Tender Document Purposes, the High Commission of India, Dhaka shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites of <http://www.mea.gov.in>, <http://www.eprocure.gov.in> OR <http://www.hcidhaka.gov.in> from 20.11.2017 onwards. The last date of submission of bids is 21.12.2017 till 1300 hrs.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The bidder has the option that in lieu of the EMD, it can submit an a judicially valid Undertaking to the effect that if the bidder withdraw or modify its bid during the period of validity, or if it is awarded the contract and it fail to sign the contract, or to submit a performance security before the stipulated deadline, it will be suspended for a specified time period from being eligible to submit bids for contracts with the High Commission of India,
- 1.7 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, High Commission of India, Dhaka.
- 1.8 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the High Commission of India, Dhaka. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- 1.9 The bidders are required to visit the site to see for themselves the actual installation of the equipment covered under the scope of work of this tender document to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved for each of the system

2. **SCOPE OF WORK** -

2.1 Comprehensive maintenance of:

- i) Door Frame Metal Detectors including accessories
- ii) Hand Held Metal Detectors including all accessories
- iii) X-Ray baggage inspection machines including all accessories
- iv) Hand held mirror for checking the under vehicle articles.
- v) M. S Sliding Gates including all accessories complete as required.
- vi) Manually operated electrical Bollard (each set having 4 Bollards) including all accessories
- vii) Under Vehicle Scanner with Automatic Number Plate Recording System including all accessories
- viii) Automatic Boom Barrier including all accessories
- ix) Mechanical operated Spike Barrier (having 2 Strips) including all accessories
- x) CCTV System Consisting of Following items:
 - A. Fixed Outdoor Camera With IR Feature and Intruder Alarm
 - B. PTZ High Speed Dome Cameras
 - C. Fixed Dome Cameras
 - D. Digital Video Recorder System: 2 Nos including 2 nos. 42" LCD monitor with all accessories
 - E. Digital Video Recorder System: 3 Nos including 3 nos. 21" LCD monitor
- xi) Manually operated electrical Bollard (each set having 5 Bollards of 275mm dia. & 800mm high) including all accessories
- xii) Fire Alarm System
- xiii) Any other security equipment, not mentioned in the Scope of Work above.

2.2 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.

2.3 General Terms & conditions and Scope of work for the Comprehensive maintenance contract for the Security apparatus including CCTV cameras, Access Control, X-Ray baggage scanner, DFMD, HHMD, Under Vehicle Scanner,

Tyre killers, Boom barriers, XBIS, Bollards, Spike Barriers, Fire Detection & Fire Alarm installed at the High Commission of India complex, Dhaka

- 2.3.1 The tender is for Comprehensive Annual Maintenance of **Security apparatus including** CCTV cameras, Access Control, X-Ray baggage scanner, DFMD, HHMD, Under Vehicle Scanner, Tyre killers, Boom barriers, XBIS, Bollards, Spike Barriers, Fire Detection & Fire Alarm installed at the High Commission of India complex, Baridhara-Dhaka. The Contractor shall provide maintenance services for the above mentioned security systems 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 (total for three years) depending on the performance of the contractor on the same terms and conditions as were agreed upon for the first year of the contract. 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 apparatus and equipment, accessories and parts of the complete systems.
- 2.3.2 The rates shall be quoted on yearly basis. The rates shall be all inclusive including taxes and duties etc.
- 2.3.3 Rates should be quoted in figure as well as in words as per ANNEXURE-I.
- 2.3.4 High Commission of India, Dhaka reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders, or cancel the tender, without giving any notice or assigning any reason or to cancel the tender. The decision of Head of Chancery, High Commission of India, Dhaka, in this regard shall be final and binding on all.
- 2.3.5 The firm/ agency/ contractor shall fulfill the requirement of various law enforcing agencies / local authorities, such as Bangladesh Atomic Energy Regulatory Authority etc. by taking their approvals as and when required (in case of x-ray baggage scanner).
- 2.3.6 The firm/ agency/ contractor will be responsible for the safety of their deputed staff during the performance of their duty at site.
- 2.3.7 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.
- 2.3.8 In case of any problem with the equipment, the firm/agency/contractor shall inform HCI, Dhaka immediately.
- 2.3.9 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.
- 2.3.10The agency/firm/contractor shall provide one skilled person for routine visit in within 15 days.
- 2.3.11 The AMC shall include routine and preventive maintenance as also breakdown maintenance if and when required. Maintenance services shall be provided with 24 hour emergency call out service.
- 2.3.12 The Contractor shall keep sufficient spare parts during the maintenance period to ensure that replacement work for defect can be carried out immediately. A competent engineer shall be provided to investigate the fundamental cause of a fault temporary quick fix solution will not be accepted.

- 2.3.13 In circumstance such that the Contractor fails to attend the breakdown within four normal working hours after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts, the employer reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the Contractors expense without abrogation of the Contractors responsibilities.
- 2.3.14 The employer shall at his discretion, take action to recover all losses incurred rising from the failure of the contract to perform the duties either wholly or in part as detailed in this section.
- 2.3.15 All minor tools and tackles are to be arranged by the contractor at his own cost and Nothing extra will be payable on this account.
- 2.3.16 The agency shall provide proper dress code to the engaged employees with name badge and photo identification Card.
- 2.4 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.
- 2.5 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.
- 2.6 The tenderer shall visit the site and shall satisfy himself as to conditions under which the work is to be performed. He shall also check and ascertain the condition of the complete security systems (including CCTV cameras, Access Control, X-Ray baggage scanner, DFMD, HHMD, Under Vehicle Scanner, Tyre killers, Boom barriers, XBIS, Bollards, Spike Barriers, Fire Detection & Fire Alarm.), the locations of any existing structures or equipment or any other situation, which may affect the work. No extra claim for ignorance or on the ground of insufficient description will be allowed at a later date.
- 2.7 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.
- 2.8 In circumstance such that the Contractor fails to attend the breakdown within four normal working hours after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts, the employer reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the Contractors expense without abrogation of the Contractor's responsibilities.
- 2.9 The employer shall at his discretion, take action to recover all losses incurred rising from the failure of the contract to perform the duties either wholly or in part as detailed in this section.

3. **MINIMUM ELIGIBILITY CRITERIA**

3.1 The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

- (a) Legally Valid Entity: The Bidder/Bidding Firm shall 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 trade license granted by City Corporation to do business in Dhaka. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
- (b) Registration: The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.
- (c) Experience: The Bidder shall have experience in providing maintenance services for security equipment/apparatus to Embassies /High Commissions /Government Ministries /Departments /Public Sector Companies /reputed corporate organization /multinational companies.
- (d) Company profile and information regarding its key personnel: The bidding company shall also include in its bid, as per proforma at Annexure-6 of this document, details about the company and about its key personnel.

3.2 Documents supporting the Minimum Eligibility Criteria:

- (i) As proof of having fully adhered to the minimum eligibility criteria at 3.1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents.
- (ii) As proof of having fully adhered to minimum eligibility criteria at 3.1(b), attested copy of VAT registration certificate should be attached with the bidding document.
- (iii) As proof of having fully adhered to minimum eligibility criteria at 3.1(c), attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/High Commissions/Government Ministries/Departments/ Public Sector Companies/reputed corporate organization/ multinational companies shall be attached with bid document.
- (iv) As proof of having fully adhered to minimum eligibility criteria at 3.1(d), copies of supporting documents for company profile/information about key personnel may be provided along with Annexure-6 of this tender document.

4. **EARNEST MONEY DEPOSIT**

4.1 The Earnest Money Deposit of BDT 25,000/- (BDT twenty five thousand only) in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "High Commission of India, Dhaka" has to be submitted along-

with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months.

- 4.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Ministry in respect of any previous work shall be entertained.
- 4.3 In place of bid security, the Bidders may submit a Declaration to the effect that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before a stipulated deadline, they will be suspended for a period, as decided by the High Commission of India, Dhaka, from being eligible to submit bids for contracts with the High Commission of India, Dhaka.
- 4.4 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the High Commission of India, Dhaka.
- 4.4 The bids without Earnest Money Deposit or the Declaration will be summarily rejected.
- 4.5 No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.
- 4.6 The bid security may be forfeited:
 - (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder
 - (a) fails to sign the contract in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

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.

5.4 **SITE VISIT:** Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work on 27.11.2017 at 1500 hrs. The site address is High Commission of India, 1-3, Park Road, Baridhara, Dhaka - 1212.

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:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form, duly filled and signed & stamped.
- c. Earnest Money Deposit of BDT. 25,000/- or a judicially valid Undertaking in lieu of EMD
- d. 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- 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'	Technical bid
ENVELOPE 'B'	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.

8. **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 21.12.2017 at 1700 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') will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/fax.
- 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 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 8.5 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 8.6 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 LoA. 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 LoA, such failure shall constitute a breach of the contract and the Ministry 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.

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, or cancel the tender, 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 its 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 servicing/maintenance of the equipment under the scope of work of this tender
- 13.13 Any wrong or misleading information will lead to disqualification.
- 13.14 The bidder shall deploy adequate manpower, equipment and resources to ensure proper servicing and maintenance of the equipment under the scope of work of this tender.
- 13.15 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/885/2/2017**

Date:.....

To,

Head of Chancery
High Commission of India
Plot No. 1-3, Park Road
Baridhara
Dhaka – 1212.

High Commission of India
Dhaka

TENDER

MAINTENANCE SERVICE OFFOR

High Commission complex, Baridhara, Dhaka

Head of Chancery
High Commission of India
Dhaka.

Dear Madam,

Sub: Financial Bid for _____

I / We are submitting tender for the maintenance services of against Tender Notice No. dated 00.00.2017.

As part of the Bid, we hereby offer Figures.....(*In Words.....*) for providing Maintenance services of the Embassy of India, AAA. The above is inclusive of all the applicable taxes; fees, as per regulations.

We have read these conditions carefully and will comply strictly. We agree to bind by this offer if we are selected as the preferred bidder.

If our bid is accepted, we commit to submit a Performance Guarantee / Security Deposit in accordance with the Bidding Documents.

We also declare that the Government of India or any other Government body has not declared us ineligible or black-listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature,

If any information or document submitted is found to be false / incorrect, High Commission cancel my / our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of my / our firm and all partners of the firm, etc..

NOTE: All the above work will conform to City Municipality Norms.

The C.R. number of the company registered with City Chamber of Commerce is _____.

For and on Behalf of:

Signature (Authorized Signatory)

Designation:

Price Schedule

S. No.	Item	Unit Price (in Taka)	Total Price (in Taka)
1	2	3	4

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 :

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:

1. 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.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. the signed Contract Agreement;
 - b. the letter of Notification of Award
 - c. the completed Tender Submission Sheet as submitted by the Tenderer;
 - d. Work Methodology,
 - e. the priced Bill of Quantities as submitted by the Tenderer;
 - f. Scope of Work, and
 - g. Performance Guarantee
3. 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.
4. 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,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. 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.....

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:

- A. Our liability under this guarantee shall not exceed Tk.....(in words)
- B. 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
- C. 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
.....
- D. The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorised Signatory

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory Nationality Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	
Branch offices in (with address and Contact details) if any	

Average Annual turnover in the <i>last five</i> financial years	
Total Staff Strength <i>with Nationality of Employees</i>	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for work <i>(National of India or friendly country)</i>	

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

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

Bidder information

(More detailed information on the following aspect may be given in typed form)

- **Business background**

- How many years has your firm been in business? How many years under its present business name?
- Attach a current organizational chart and include the total number of employees in your firm in AAA, by various locations.
- **Claims and Suits (Explain any “Yes” answers)**
- Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?
- Has your firm ever failed to complete work awarded to it?
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
- Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?
- **Financial Information**
- Please provide copies of your firm’s audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.
- How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.
- Please list your top five (5) customers and indicate what % of your business they represent.
- Who are your bankers?