



सत्यमेव जयते

High Commission of India
Plot 1-3, Park Road, Baridhara
Dhaka-1212, Bangladesh

Tender Number: DAC/ADM/871/05/2018

Dated 19 June, 2018

Subject: Tender for Water repellent silicon coating at the High Commission of India, Dhaka

This tender document contains the following:

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15.	Annexure-6	Contact Details Form

(Tseten Nordon Cargyal)
Head of Chancery
19 June, 2018
Tel No +880-02-55067330

SECTION-1: NOTICE INVITING TENDER (NIT)

1.1 High Commission of India, Dhaka invites Tender under two bid system from registered and authorized firms/agencies for Water repellent silicon coating at the High Commission of India, Plot 1-3, Park Road, Baridhara, Dhaka-1212 as per the specifications given in the tender documents.

1.2 The tender document can be downloaded from our websites <http://www.eprocure.gov.in> and <http://www.hcidhaka.gov.in> from **19.06.2018** onwards. **No fee for Tender Document will be charged.**

1.3 The interested firms/agencies should submit their bids as explained in the tender document.

1.4 Earnest Money Deposit (EMD) of BDT 35, 000/- (BDT Thirty five thousand only) in the form of account payee Demand Draft (DD)/Pay Order (PO) drawn in favour of “**High Commission of India, Dhaka**” is required to be submitted along with tender bids.

1.5 The bidders have an option to submit, in lieu of EMD of BDT 35,000/- (BDT Thirty five thousand only), or 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, Dhaka.

1.6 Starting date for site visit will be on any working day from 20.06.2018 to 26.06.2018 (from 0930 hrs to 1730 hrs) and Bids can be submitted on any working day from 27.06.2018 to 16.07.2018 (from 0930 hrs to 1730 hrs).

1.7 The High Commission of India, Dhaka reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the High Commission of India, Dhaka shall be final and binding.

SECTION-2: LETTER OF BID

LETTER OF BID

[To be printed on bidder's letterhead]

Date....., 2018

To
Smt. Tseten Nordon Cargyal
Head of Chancery
High Commission of India
Plot 1-3, Park Road
Baridhara, Dhaka-1212

Reference: Tender No. DAC/ADM/871/05/2018

dated 19 June, 2018

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bid Documents for Water repellent silicon coating at 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 may be accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security in accordance with the Bid Documents.
5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely

(Full Name)
Designation
[Put the seal here]

[Authorized person shall attach a copy of authorization for signing on behalf of bidding company]

SECTION-3: DATES TO REMEMBER

Crucial dates and time for the above tender would be as under:

Serial Number	Events	Date	Time
1.	Notice Inviting Tender	19.06.2018	16:00 hrs
2.	Starting Date for site visit	20.06.2018	1500 -1700 hrs (on working days)
3.	Last Date for site visit	26.06.2018	
4.	Starting Date for submission of bids	27.06.2018	0930 hrs
5.	Last Date for submission of bids	16.07.2018	up to 1730 hrs
6.	Opening of Technical Bids	18.07.2018	1500 hrs
7.	Opening of Financial Bids (of only those who qualify in the Technical Bid stage)	Date and time will be intimated later	

SECTION-4: SCOPE OF WORK

Scope of work consists of

(a) Silicone Water Repellent painting of inter and outer brick boundary wall of Chancery Building with premium acrylic exterior paint. Total area 30,000 Sq ft;

(b) Silicone Water Repellent Painting of brick walls of Staff Housing Complex (located within the Chancery premises) with premium acrylic exterior paint. Total area 48,000 Sq Ft.

- 4.1 Painting of Outer boundary wall of the chancery and Staff Housing Block with premium acrylic exterior paint. Painting of Inner boundary wall of the chancery should be from acrylic emulsion paint.
- 4.2 Makes of various paints to be used by contractor will be according to the approved makes given. No other makes will be used by the contractor.
- 4.3 Contractor shall provide manufacturer's certificate for the material supplied at site.
- 4.4 Contractor will first submit the shade cards of relevant make of paint to the High Commission of India, Dhaka for approval of colour before procuring the paint in bulk.
- 4.5 No mixing will be allowed with strainer to achieve a particular colour. Contractor will procure direct colour paint of approved shade and apply directly.
- 4.6 Contractor will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.
- 4.7 Contractor's job will also include removing of all malba and debris arising in the process of painting including washing of floor to remove stains of paint, at no extra cost.
- 4.9. No extra measurement factor will be applied for measurement of paint done on sand faced and rough cast plaster. Contractor will be paid on the basis of plain elevational area. Contractor, if he so desires can visit the site and see the actual surfaces of walls before quoting.

- 4.10 The entire painting work shall be carried out with contractors own material and labour.
- 4.11 Contractor will arrange proper ladders, scaffolding etc. for painting at higher levels at his own cost and will take all safety measures like safety belts, extra labour to hold ladders, scaffolding etc. If it is observed that work is proceeding without adequate safety precautions, work may be stopped by the High Commission and in such cases, contractor will be solely responsible for delay and its consequences thereof.
- 4.12 The contractor shall plan & execute the work in such a way that the work proceeds smoothly to the satisfaction of the High Commission of India.
- 4.13. Water repellent silicon coating must be completed within three (03) month, after signing of Contract Agreement.
- 4.14 All painting works shall carry minimum one (01) year warranty including material and labor from the date of finishing of work and the repairing/rectification required, if any, of the materials/items under warranty must be done on-site.

SECTION-5: TECHNICAL SPECIFICATIONS

- 5.1 Paint of Berger or a similar renowned brand should be used in coating. The firm should ensure that there are no metallic impurities and the films are extremely clean and contain only Si.
- 5.2 For external paint, Contractor will thoroughly clean and wash the existing cement painted wall surfaces before starting paint at no extra cost. Contractor's quoted rates will include scrapping the loose paint and cleaning the entire surface with wire brush/sandpaper/broom.
- 5.3 Minor repairs like repairing broken edges of walls, filling depressions etc. with POP/wall care putty will be carried out by contractor before starting painting work, at no extra cost. Same will be accounted for in his quoted rates.
- 5.4 Detailed technical specification for painting work with respect to materials & workmanship and mode of measurements will be as per IS codes, unless mentioned otherwise.
- 5.5 There should be proper time gaps at least 6 to 8 hours between two coats of paint to ensure drying of first coat of paint..
- 5.6 The approved quality, make & shade of paint shall be maintained by the Contractor throughout the work. The covering capacity ratio with respect to quantity of paint should be strictly adhered to by the Contractor as per specification. For any lapse / deficiency in this regard, a suitable deduction shall be made from the contractor's bill.
- 5.7 All painting material to be used should be of Premium/first quality.
- 5.8 Strip all the loose particles from the surface with brushing and by scraping before coating.
- 5.9 Before coating, wash the surface with water and allow it to dry.
- 5.10 Apply one coat of primer and allow it to dry for 6 to 8 hours.
- 5.11 Apply the first finishing coat and allow it to dry for 6 to 8 hours and then apply the second coat and allow it to dry overnight. Total three (03) coatings should be required.

List of Approved Makes

- | | | |
|----|-------------------------------------|--|
| 1. | Acrylic Exterior paint | Berger , Nippon, Asian or equivalents |
| 2. | Synthetic enamel Paint | Berger , Nippon, Asian or equivalents |
| 3. | Acrylic emulsion paint | Berger , Nippon, Asian or equivalents |
| 4. | Cement Primer | Berger , Nippon, Asian or equivalents |
| 5. | Adhesive (for mixing in white Wash) | Berger, DDL (M/S Pidlite), SDL (M/S Chemisol) or equivalents |
| 6. | Wall care putting | Berger Bison Wall care putty or equivalents |

Features of Silicone Water Repellent

- Weather resistance: With advantages of both inorganic and organic materials, have stable performance under oxygen, ozone and UV irradiation.
- Super Hydrophobic: Very low surface tension (20~21 mN/m), shows good Hydrophobicity, low water absorption, the contact angle with water is comparable with paraffin.
- Breathable: can be uniformly coated on a substrate, without close its breathable micropores.
- Durable: Water Repellent Silicones based are capable of penetrating, chemically reacting with substrates and forming a protective repellent layer several millimetres deep within the substrate, even abrasion of the surface will not affect their long lasting waterproofing performance.

SECTION-6: EARNEST MONEY DEPOSIT (EMD)

- 6.1 The amount towards EMD is **BDT 35, 000/-** (BDT Thirty five thousand only).
- 6.2 The tender documents should be accompanied by Earnest Money Deposit (EMD) of appropriate amount, in the form of a Demand Draft (DD)/Pay Order (PO) drawn on any Nationalized Bank, in favour of "**High Commission of India, Dhaka**".
- 6.3 EMD will not be accepted in the form of Cash/Cheque/FDR/BG or any other form except DD/PO.
- 6.4 **Bidder can submit an undertaking, as in Annexure-1 to this tender document, in lieu of EMD.**
- 6.5 Bids submitted without "EMD" or "Undertaking in lieu thereof" will stand rejected.
- 6.6 No interest shall be payable on EMD.
- 6.7 The EMD will be returned to the bidder(s) within 30 days from the date of issuance of the Notification of Award of Work on the selected bidder or cancellation of the tender.

6.8 **The EMD shall be forfeited:**

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

SECTION-7: MINIMUM ELIGIBILITY CRITERIA

7.1 **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 Painting/ Coating 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. **EMD or “Undertaking in lieu thereof”:** The bidder/bidding firm should attach the EMD of appropriate value or Undertaking in lieu thereof, as prescribed in SECTION-6 of this tender document.

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

- a. As proof of having fully adhered to the minimum eligibility criteria at 7.1 (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 7.1 (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 7.1 (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 7.1 (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 7.1 (e) above, the PO/DD towards EMD or “Undertaking in lieu thereof” (in original) should be attached with the bid.

SECTION-8: BIDS

8.1 Preparation of Bids:

- a. Two-bid system will be followed for this tender. In this system, bidder must submit his offer as explained below.
- b. **Envelope No. 1: "Technical Bid":**
 - (i) Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid should be submitted.
 - (ii) All the necessary documents including those in support of Minimum Eligibility Criteria should be submitted with Technical Bid. These documents should be self attested.
 - (iii) EMD should be submitted with the "Technical Bid". **Bidders can submit an undertaking in lieu of EMD as prescribed in Annexure-1 of this tender document.**
- c. **Envelope 2: "Financial Bid":**
 - (i) Bidders must quote the price in the format given in **Annexure-2** to this tender document.
 - (ii) No other documents except "Price Schedule" may be submitted along with Financial Bid otherwise the bid shall stand rejected.
 - (iii) All amounts are to be quoted only in **Bangladeshi Taka**. The price quoted shall be considered firm and no price escalation will be permitted.
- d. Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope No. 1 - Technical Bid" and "Envelope No. 2 - Financial Bid".
- e. Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "Technical Bid & Financial Bid" **Water repellent Silicon Coating** to High Commission of India, Dhaka.
- f. Please write Tender Number viz. No DAC/ADM/871/05/2018 on each envelope and seal all the envelopes.

8.2 Submission of Bids:

- a. The bid complete in all respect may be submitted to the Head of Chancery, High Commission of India, 1-3 Park Road, Baridhara, Dhaka-1212, Bangladesh. **The bids viz. Technical and Financial Bids should be submitted in two sets – one original and one copy.**
- b. The bid should be neatly arranged, plain and intelligible. The language of the bid should be **English** as far as possible.
- c. Each page of the bid should be signed.
- d. Bid should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will summarily be rejected.
- e. Insertions, postscripts, additions and alterations in the bids submitted shall not be recognized, unless confirmed by bidder's signature.

8.3 Deadline for Submission of Bids:

- a. Bids must be submitted on or before **16.07.2018 (1730 hrs)** which is the last date for submission of bids.
- b. In the event of the specified date for the submission of bids being declared a holiday for the High Commission of India, Dhaka, the deadline for submission of bids will stand extended to the next working day up to the same time.
- c. The High Commission of India, Dhaka may extend the deadline for submission of bids by amending the bid document and the same shall be notified on the website of the High Commission of India, Dhaka.
- d. No bid (s) will be accepted after the deadline for submission of the bids.

8.4 Validity of Bids:

- a. Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of bids.
- b. A bid valid for a shorter period shall stand rejected.
- c. The High Commission of India, Dhaka may ask for extension of validity of bids for another period of 60 days, without any modifications and without giving any reasons thereof. Such request and the response shall be made in writing only.
- d. In case, the High Commission of India, Dhaka calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

8.5 Bid Opening Procedure:

- a. **Technical Bids (Envelop-A)** will be opened in the Conference Room of the Head of Chancery, High Commission of India, Plot 1-3 Park Road, Baridhara, Dhaka-1212, Bangladesh.
- b. Technical Bids will be opened **at 1500 hrs on 18.07.2018** in presence of participating bidders or their representatives and the Tender Evaluation Committee (TEC) constituted by the competent authority of the High Commission of India, Dhaka.
- c. After evaluation of the Technical Bids, the qualified bidders will be shortlisted.
- d. **Financial Bids (Envelope-B)** of shortlisted bidders only shall be opened on a subsequent date which will be intimated to them by email/fax.
- e. Financial Bids (unopened) of those bidders who will not qualify at Technical Evaluation stage will be returned to them.
- f. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date and the time will remain unchanged.
- g. A letter of authorization shall be submitted by the bidders' representatives before opening of the bids.
- h. Absence of any bidders or their representatives shall not impair the legality of the opening procedures.
- i. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the financial bid opening.

SECTION-9: INSTRUCTIONS TO BIDDERS

9.1 Notification of Award of Work:

- a. HCI, Dhaka shall award the work to the eligible bidder whose bid will be accepted and determined as the lowest evaluated commercial bid.
- b. Award of work will be notified as per pro- forma given in Annexure-3 to this tender document.

9.2 Contact information:

Mrs. Tseten Nordon Cargyal
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

9.3 Amendment of Tender Document

- a. At any time prior to the deadline for submission of bids, The High Commission of India, 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.
- b. Any corrigendum/addendum to the above tender document, if required, will be hosted in the website of the High Commission of India, Dhaka as given above.

9.4 Purchaser's Right to amend Scope of Work:

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

9.5 Interpretation of the clauses in the Tender Document

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

9.6 Contract Agreement:

- a. The successful bidder will be required to sign a Contract Agreement for the above work with the High Commission of India, Dhaka as per the format given in Annexure-4.
- b. The Contract Agreement must be signed within seven (7) days after the acceptance of the Notification of Award of Work by the successful bidder.

9.7 Performance Security (PS):

- a. The successful bidder has to deposit Performance Security in the form of a Demand Draft/Pay Order/ Bank Guarantee drawn in favour of the High Commission of India payable at Dhaka. If it is Bank Guarantee, the same should be as per the format given in Annexure-5 to this tender document.
- b. Performance Security will be of an amount equivalent to 10% (ten percent) of the total Contract Price.

- c. Performance Security should be submitted within fifteen (15) days of signing of Contract Agreement.
- d. Performance Security shall remain valid for a period of sixty (60) days beyond the date of completion of all the contractual obligations of the bidder (Service Provider).
- e. No interest shall be payable on Performance Security.

9.8 **Payments:**

- a. 10% of Contract Price may be paid as advance after contract agreement.
- b. 80% of Contract Price will be paid on successful completion of painting work as per tender document and to the satisfaction of High Commission of India Dhaka.
- c. Balance 10% of Contract Price will be paid either on completion of warranty period or after submission of Performance Security by the bidder, as prescribed in para 9.5 above.
- d. All payments shall be made in Bangladeshi Taka (BDT) by means of account payee cheque (s).

9.9 **Penalty for delayed Services:**

- a. The High Commission of India, Dhaka reserves the right to levy penalty @ of 1 % of Contract Price per week of delay beyond the scheduled deliveries/execution of the order successfully, subject to maximum of 5% of the Contract Price.
- b. The High Commission of India, Dhaka reserves the right to cancel the order in case the delay is more than five (05) weeks.
- c. The penalties, if any, shall be recovered from the 10% claim due after installation & commissioning or from the Performance Security.

9.10 **Force Majeure:**

The High Commission of India, Dhaka may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

[On the letterhead of the bidding company]

To

**The Head of Chancery
High Commission of India
1-3 Park Road, Baridhara
Dhaka-1212, Bangladesh**

UNDERTAKING

I, [*name and designation*], M/s [*name of the bidding company*], having registered office at [*office address*], do hereby undertake that our company, M/s [*name of the bidding company*] will not, during the period of validity of bids, withdraw or modify its bids from Tender No. DAC/ADM/871/05/2018 dated 31 May, 2018 for water repellent silicon coating at the High Commission of India, 1-3 Park Road, Baridhara, Dhaka-1212, Bangladesh.

2. I further undertake to have understood that if our company, on award of work, withdraws or modifies its bids or if it fails to sign the Contract or fail 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, Dhaka.

Place:

Date:

Yours faithfully

(Name)
Designation
Seal

[On the letterhead of the bidding firm]

Date:, 2018

Format for submitting the Price Schedule for water repellent silicon coating at the High Commission of India, 1-3 Park Road, Baridhara, Dhaka-1212

Reference: Tender No DAC/ADM/871/05/2018 dated 19 June, 2018

To

Head of Chancery
High Commission of India
1-3 Park Road
Baridhara
Dhaka-1212
Bangladesh

Price Schedule

S. No.	Item Description	Total Bid Quantity	Unit Price (in Taka)	Total Price (in Taka)
1	2	3	4	5

Note:

Above quoted price for water repellent silicon coating is complete in all respect as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully

(Signature of Authorised Signatory)
(Name)
Designation
Seal of the company

NOTIFICATION OF AWARD

Contract No:

Date:

To:

[Name of Contractor]

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 BDT [Amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderer 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 signing the Contract Agreement within seven (7) days and furnishing a Performance Security within fifteen (15) 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.

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 Tendered;
- f. Scope of Work
- 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:
Signature

For the Contractor:

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
Plot 1-3, Park Road
Baridhara, Dhaka**

BANK GUARANTEE NO:

DATE:

Dear Sir(s)

This has reference to the Notification of Award of Work No. _____ dated _____ placed by the High Commission of India, Dhaka to 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 to install the items listed in said order at the High Commission of India, 1-3 Park Road, Baridhara, Dhaka-1212 Bangladesh to the entire satisfaction of the High Commission of India, Dhaka and
3. 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 No. _____ dated _____ 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.

The High Commission of India, 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 supplier's 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 High Commission of India, Dhaka under any security(ies) now, or hereafter held by the High Commission of India, 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 High Commission of India, Dhaka hereunder or of prejudicing right of the High Commission of India, Dhaka against the bank.

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

Tender for Water repellent silicon coating to the High Commission of India, Dhaka

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 by 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

GENERAL DETAILS OF BIDDER

NAME OF THE COMPANY

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

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.