



**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/885/01/2022 dated 21/07/2022  
Last date for submission of bid: 11/08/2022**

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

July 21, 2022

**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 Heat, Ventilation & Air Conditioning (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 <https://www.eprocure.gov.in>, <https://www.mea.gov.in> and <https://www.hcidhaka.gov.in> from 21/07/2022 at 1000 hrs onwards. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted on the above websites.
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/885/01/2022 for AMC of **Electrical Sub-Station, DG Sets, Electrical power supply system and HVAC System**”. The envelope should be addressed to “The Second Secretary (Establishment), High Commission of India, Plot No. 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 30,000/- (BDT Thirty 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 a separate envelope marked as “Envelope ‘A’ - EMD”.
5. The last date for submission of bids is on **11/08/2022** at 1700 hrs. The Technical Bids will be opened on **16/08/2022** 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 from **21/07/2022** to **11/08/2022** between 1400 hrs and 1600 hrs (on all working days). A pre-bid meeting will be organized in the High Commission of India, 1-3, Park Road, Baridhara, Dhaka-1212 on **01/08/2022** at 1600 hrs. For any queries regarding the tender, please send a mail to [eco.dhaka@mea.gov.in](mailto:eco.dhaka@mea.gov.in) and [prop1.dhaka@mea.gov.in](mailto:prop1.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.

Sd/-  
(Sanjay Jain)  
Second Secretary (Establishment)  
Tel No +880-02-55067329

**LETTER OF BID**

Dated....., 2022

To,  
The Second Secretary (Establishment)  
High Commission of India,  
Plot 1-3, Park Road, Baridhara Dhaka-1212.

Ref: Invitation for Bid No. DAC/ADM/885/01/2022 dated 21/07/2022.

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

| SI. No. | Events  | Date   |
|---------|---|--|
| (i)     | Notice Inviting Tender  | 21/07/2022   |
| (ii)    | Pre-bid Site visit (with prior appointment through email on <a href="mailto:eco.dhaka@mea.gov.in">eco.dhaka@mea.gov.in</a> and <a href="mailto:prop1.dhaka@mea.gov.in">prop1.dhaka@mea.gov.in</a> ) | All working days from 21/07/2022 - 11/08/2022 between 1400- 1600 hrs |
| (iii)   | Pre-bid meeting   | 01/08/2022 at 1600 hrs   |
| (iv)    | Starting date of bid submission   | 21/07/2022 at 1000 hrs.  |
| (v)     | Last date of bid Submission   | 11/08/2022 at 1700 hrs.  |
| (vi)    | Opening of Technical Bids   | 16/08/2022 at 1600 hrs.  |
| (vii)   | Opening of Financial Bids (of only those who qualifies in technical bids stage)   | To be decided  |

### 1) **GENERAL INSTRUCTIONS**

#### 1.1) **Contact information:**

The Second Secretary (Establishment)  
High Commission of India  
Plot 1-3, Park Road, Baridhara  
Dhaka-1212, Bangladesh  
Tel No +880-02-55067329  
Email: [eco.dhaka@mea.gov.in](mailto:eco.dhaka@mea.gov.in)

- 1.2) The tender document can be downloaded from the websites of <https://www.eprocure.gov.in>, <https://www.mea.gov.in> and <https://www.hcidhaka.gov.in> from **21/07/2022** at 1000 hrs onwards. The last date of submission of bids is **11/08/2022** till 1700 hrs.
- 1.3) Site Visit: Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work on any working day from **21/07/2022** to **11/08/2022** at 1500 hrs. A Pre-bid meeting will be organised at the High Commission of India, Dhaka on **01/08/2022** at 1600 hrs. The site address is High Commission of India, Plot No. 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. The entire bid document should be page-numbered with an Index showing page numbers of the contents. 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-5** to 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 Electrical Power Supply System in all areas of the HCI office complex where electrical and air conditioning works (including window and split ACs) are involved. Repair and maintenance of all lighting system and switches, sockets etc. related to electrical work of the HCI office complex and common areas of the residential complex including water bodies, gardens, guard posts inside and outside HCI complex, street lights, Sports Complex and all stores. Consumables like bulbs, tube lights, holders, switches, sockets, electrical cable, condensers, MCBs and the like for electrical installations will be provided at the cost of the Client. Workmanship will be provided by the Contractor.

2.5) In respect of DG Sets, Electrical sub station, HVAC System and Electrical Power Supply System, all materials/spare parts required for breakdown or for such other required work is to be executed on cost of material, which is to be borne by the High Commission of India. The Contractor will bear all the cost of labour and workmanship which will include cost of welding of copper pipes of HVAC ACs and other ACs and also of other equipment under Scope of Work. Small running spare parts like nuts, bolts, washers, lubricants, sandpapers, chemicals and cleaning material required for maintenance of

equipment/machinery and for the room/area in which they are installed will be provided by the Contractor at his own cost. The repair should be carried out with the prior approval of the Client.

- 2.6) 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.
- 2.7) The firms / agencies/ contractors who wish 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.
- 2.8) 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.
- 2.9) 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.
- 2.10) The periodical and routine maintenance of all the D.G. Sets, Electrical panel, condenser water pumps, cooling towers, battery chargers and other connected equipment is to be done.
- 2.11) The Contractor is required to maintain log books, maintenance schedule charts and put up to the Client for inspection every fortnight.
- 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 whereas the other member could be a person of less experience but capable to assist the shift-in-charge in discharging the responsibilities. During any major breakdown/repair work, if the Contractor is not able to execute the repair work within the stipulated time frame, he will be required to employ additional worker(s) at all such occasions without any additional cost to the High Commission. All the tools, including special tools, and test equipment required for making necessary measurements to provide the details regarding the load distribution and other parameters or for repair and maintenance work 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 equipment well maintained and in optimal working condition for the work so as to give proper output at all times. Regular pre-emptive maintenance is to be carried out to avoid any major breakdown at the Electrical Sub-station and of all equipment covered under the scope of work. 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 at contractor's own cost so as to bring it to the original condition immediately.
- 2.14) The rates shall be quoted on yearly basis. The rates shall be inclusive of all applicable taxes and duties etc.
- 2.15) Rate should be quoted in figure as well as in words as per ANNEXURE-1.
- 2.16) In case any of staff is not found upto the mark and not able to discharge his duties properly, he will have

to be replaced as per the instructions of HCI, Dhaka immediately by another qualified staff.

- 2.17) All problems with the equipment shall be brought to the notice of the competent authority in the High Commission by the firm/agency/contractor immediately.
- 2.18) The firm/ agency/ contractor shall keep the equipment as well as the room/area where they are installed well maintained and neat and clean.
- 2.19) The firm/ agency/ contractor shall 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 in shortest possible time 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 minimum three (03) years experience in servicing and maintenance of Electrical Sub-Station, Diesel Generator Sets, Electrical power supply system and Heat, Ventilation & Air Conditioning (HVAC) System for Embassies/High Commissions/Government Ministries/ Departments/ Public Sector Companies/ Reputed Corporate Organizations/Multinational Companies.

**Profit-Loss**: The applicant should be a profit making company/firm and should not have suffered any

financial loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year. This fact shall be duly certified by the Chartered Accountant and audited financial statements for these five years will be submitted by the bidder.

- d) **Company profile/information regarding key personnel:** The bidder/bidding firm shall also include in its bid, as per pro-forma at **Annexure-5** to this tender document, details about the company and its key personnel.

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-5 to this tender document.

4. **EARNEST MONEY DEPOSIT**

- 4.1 The tender documents must be accompanied by Earnest Money Deposit of appropriate amount, in the form of a Pay Order/Demand Draft (DD) drawn on any Nationalized Bank, in favour of **‘High Commission of India, Dhaka’**. The amount towards EMD is **Tk. 30,000/- [Taka Thirty Thousand only]** and should be submitted in a separate envelope superscribed as “Envelope ‘A’ - EMD”. Bids submitted without EMD will stand rejected forthwith. 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.
- 4.4 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 **Earnest Money Deposit (EMD): Earnest Money Deposit of BDT 30,000/- shall be put in a separate sealed envelope and superscribed as “ENVELOPE ‘A’ - EMD”.**
- 6.3 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria and submitted in a separate sealed envelope superscribed as **“ENVELOPE ‘B’ - TECHNICAL BID”**. Documents comprising the Bid:
- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
  - b. Contact Details Form (**Annexure-5**), duly filled and signed & stamped.
  - c. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.
- 6.4 **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 ‘C’- Financial Bid”**. **The price quoted in the Financial Bid shall be inclusive of all applicable taxes.**

## **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 the **Second Secretary (Establishment)**, High Commission of India, Dhaka Plot No. 1-3, Park Road, Baridhara, Dhaka-1212. 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’ EMD – Demand Draft/Pay Order**

**ENVELOPE ‘B’ Technical Bid**

**ENVELOPE ‘C’ 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 First of all, Envelope 'A' containing EMD shall be opened. The Technical Bids of only those bidders shall be opened who have submitted a valid EMD of requisite amount. Envelope 'A' containing EMD and the Technical Bids (Envelope 'B') shall be opened in the Conference Room of HCI, Dhaka on 14/08/2022 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 'C') 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. Absence of bidder or their representative shall not impair the legality of the bid opening procedures.
- 8.5 After verifying the EMD amount and opening of the Technical Bids, 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 be 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 3.

## 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 1<sup>st</sup> 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/bank transfer.

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 Mission.
- 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, as far as possible, should be pre-verified by the Police authorities and a copy of such verification report shall be submitted to the High Commission before deployment for work at Chancery complex. If the antecedents of the worker(s) are not pre-verified due to reasons beyond the control of SP, the SP will submit the duly filled information sheets along with copies of identity card/address proof to the High Commission to enable the Mission to carry out verification of antecedents.
- 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 along with 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 or Mission will have the right to deduct such cost from the monthly bill(s) of the Service Provider.
- 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 employees 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.
- 13.7 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.
- 13.8 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.
- 13.9 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. The bidder must have modern equipment/all working tools, latest technical expertise for carrying out work on site.

- 13.10 Any wrong or misleading information will lead to disqualification.
- 13.11 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.
- 13.12 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.

**Annexure -1**

**Format for Submitting the Price Schedule**

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

BID No. **DAC/ADM/885/01/2022**

Date:

To,

**The Second Secretary (Establishment)**

High Commission of India,

Plot No. 1-3, Park Road,

Baridhara, Dhaka – 1212.

**FINANCIAL BID**

| <b>SI. No.</b>     | <b>Particulars</b>   | <b>Total price (in BDT) per month</b> |
|--------------------|--|---------------------------------------|
| 1                  | Lump sum cost for manpower and other requirements laid down in the Tender document |                                       |
| 2                  | <b>Taxes, if any*</b><br><i>(percentage rate to be indicated)</i>                  |                                       |
| <b>Total (1+2)</b> |  |                                       |

***\*To be quoted at the Government of Bangladesh prevailing rate and Government Notification to be attached.***

Annual costing for the above items (Monthly value X 12) = .....

Yours faithfully,

(Signature of Authorised Signatory)

Name :

Designation :

Company seal :

## Annexure-2

### 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 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]*.

On receipt of Notification of Award (NoA), you are requested to convey your acceptance within three (03) working days and proceed with the execution of the Works on the basis that this NoA 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 of issuance of NoA.

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:

**Annexure-3**  
**(On non-judicial paper of appropriate value)**  
**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. 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 letter of acceptance submitted by the Tenderer;
- (d) the completed Tender Submission Sheet as submitted by the Tenderer;
- (e) the priced Bill of Quantities as submitted by the Tenderer;
- (f) Scope of Work; and
- (g) Performance Guarantee

2. The contract will be valid for a period of one year from \_\_\_\_\_ to \_\_\_\_\_ which may be extended on yearly basis for a further period of two years (total period of three years) on same rates and terms & conditions, subject to satisfactory services by the Contractor.

3. The contract will be valid till completion of all the contractual obligations of the Contractor as per the Tender document No. DAC/ADM/885/01/2022 dated 03.03.2022.

4. 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.

5. 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

Print Name

Title

In the presence of (Name)

Address

For the Contractor:



**Annexure-4**  
**Bank Guarantee Proforma for Performance Security**

Bank Guarantee No.....

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

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

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for (**Name of the Project**) at (**Name of the station**) for (**Name of the Mission/Post**), and one of the tender conditions is for the M/s (**Name of the Contractor with address**) to submit a Bank Guarantee for Performance Security (5% of tendered cost) amounting to (**5% of tendered cost**). In fulfillment of the tender conditions, we (**Name of the Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount **calculated as 5% of the tendered cost**).

2. This guarantee is valid for a period of \_\_\_\_Days and upto (**date should be two months after the date of completion of work**) and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to **5% of the tendered cost of \_\_\_\_\_**).

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from (**date of issue**) up to the (**date should be two months after the date of completion of work**) and claims under this guarantee should be submitted not later than (**from date of expiry**).

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

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

Date:

Place:

Name:

Signature:

**Annexure-5**  
**CONTACT DETAILS FORM**

**Bidder's description format summary**

|   |  |
|---|--|
| Name of the Bidding Firm  |  |
| Name of Partner(s) & Nationality                                |  |
| Name of the Authorized Signatory<br>Nationality<br>Passport No. |  |
| E Mail ID   |  |
| Telephone No.   |  |
| Fax No.   |  |
| Year of Incorporation   |  |
| Registration No.  |  |
| Service tax no.   |  |
| Registered Office & Address                                     |  |
| Branch offices (with address and Contact details) if any        |  |
| Average Annual turnover in the <i>last five</i> financial years |  |
| Total Staff Strength with Nationality of Employees              |  |
| Total Technical staff percentage                                |  |

|   |  |
|---|--|
| Nationality of Staff working in Company and to be deputed for work<br><br>(National of India or friendly country) |  |
|---|--|

**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 Dhaka, 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?

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