



**Tender for Comprehensive Annual Maintenance Contract for 6 (Six) lifts in the Chancery Complex
of the High Commission of India, Dhaka.**

**TENDER NO.:DAC/ADM/885/01/2024 dated 23/04/2024
Last date for submission of bid: 15/05/2024**

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

April 23, 2024

NOTICE INVITING TENDER

1. High Commission of India, Dhaka invites Tender under two bid system from registered and authorized firms/ service agencies for Comprehensive Annual Maintenance Contract for 6 (Six) lifts in the Chancery Complex of 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 23/04/2024 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/885/01/2024 for Comprehensive Annual Maintenance Contract for 6 (Six) lifts in the Chancery Complex of High Commission of India, Dhaka”. 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 **15/05/2024** at 1700 hrs. The Technical Bids will be opened on **16/05/2024** 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 **23/04/2024** to **15/05/2024** between 1400 hrs and 1600 hrs (on all working days).For any queries regarding the tender, please send a mail to eco.dhaka@mea.gov.in and prop2.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/-
(Vaibhav Gondane)
Second Secretary (Establishment)
Tel No +880-02-55067365

LETTER OF BID

Dated....., 2024

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

Ref: Invitation for Bid No. DAC/ADM/885/01/2024 dated 23/04/2024.

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 Comprehensive Annual Maintenance Contract for 6 (Six) lifts in the Chancery Complex of 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 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 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	23/04/2024
(ii)	Pre-bid Site visit (with prior appointment through email on eco.dhaka@mea.gov.in and prop1.dhaka@mea.gov.in)	All working days from 23/04/2024 - 15/05/2024 between 1400- 1600 hrs
(iii)	Starting date of bid submission	23/04/2024 at 1000 hrs.
(iv)	Last date of bid Submission	15/05/2024 at 1700 hrs.
(v)	Opening of Technical Bids	16/05/2024 at 1600 hrs.
(vi)	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 +880-02-55067365
Email: 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 **23/04/2024** at 1000 hrs onwards. The last date of submission of bids is **15/05/2024** 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 **23/04/2024** to **15/05/2024** at 1500 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**

2. **Details of Lifts**

Number of lifts	: Six
Manufacturer	: OTIS
No of floors served	: Three - Ground plus two floors Three - Ground plus five floors
Capacity	: One- 10 persons & 800Kgs Five- 8 persons & 630 kgs
Date of Installation	: Three- 2015 Three- 2017

2.2 **SCOPE**

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 **ROUTINE AND PREVENTIVE MAINTENANCE**

Program of routine and preventive maintenance during the tenure of annual maintenance contract shall comply with minimum requirements as below.

2.3.1 **Weekly**

- To check all bearing oils, oil rings, oil chains, etc. All machines should be carefully checked and repaired for abnormal temperature rise.
- To check and repair all relays and contacts as wells as their movements and repair as necessary.

- To clean traction machines, relays panels, control panel, starter panels, selectors, governors, car top, car gates, sills and pits
- To check brake action and adjust if necessary
- To check and repair movement of door switches, gate switches and emergency stop switches
- To check and repair indicator lamps and indicator
- To check and repair annunciator lights, buzzer and car lights
- To check and adjust leveling differences, brake slippage, acceleration, deceleration and riding comfort.
- To check and repair movements of car control buttons, switches and the like.
- To check and repair operation of weighting devices.

2.3.2 **Monthly**

- To turn grease cups for speed governors and compensating pulleys
- To check and oil selectors
- To top up rail lubricators
- To clean ropes oil if necessary
- To clean traction motor brushes, brush holders and internal frame. Adjust slip rings if necessary. Check commutators.
- To oil electric brake pins
- To oil all pins of door operation and door opening mechanisms
- To clean hoist way, beams slow down cams, outside cages, rails and counterweight rails
- To clean, oil and adjust door closer and levers
- To clean main sheave, secondary sheaves and rope sheaves on car top and counterweight top
- To clean and repair brake wheels and shoes
- To oil compensating rope tensioning pulleys.

2.3.3 **Every Two months**

- To clean and oil door hangers, door rails, interior of hanger case. If necessary adjust eccentric rollers, car door hangers, door connecting ropes and chains
- To check and repair door shoe
- To clean and oil safety fears
- To clean and oil car and counterweight guide shoes. Adjust if necessary
- To clean and oil interior of terminal limit switches and position switches. Check rubber rollers of terminal limit switches.
- To check oil clean and repair interior of door switches, gate switches. Replace worm parts if necessary
- To check and repair flexible cable
- To check and repair movement of limit switches
- To clean and oil interior of car control switches.
- To clean and check push buttons of car control panels
- To check, clean and repair the sleeve and plungers of the electromagnetic brakes.

2.3.4 **Every three months**

- To check and repair the operation of terminal limit switches and final limit switches.

- To check and repair the governor switches.
- To clean the brush holders and commutators of the door motors.
- To check and repair the traction ropes for broken wire, wear elongation and even tension. Adjust if necessary.
- To remove the dust inside the traction machines and controls panels using electric blower
- To clean and repair the indicator lamps
- To check the voltage of rectifiers and thrusters

2.3.5 **Half yearly**

- To check and repair the operation of safety gears
- To check oil for oil buffers
- To check and clean the hall buttons and contacts
- To check and repair the compensating chains or ropes
- To check and oil the bearing of door motors
- To grease the secondary sheaves, car top sheaves and counterweights.
- To check the wear of guide shoes of cars and counterweights

2.3.6 **Annual**

- To clean the wire connection box of every landing and car cages. Tighten all screws and check the conditions of cables at conduit inlets and outlets
- To check and repair the conditions of worm gear and thrust bearing of the gear boxes
- To check and tighten screws of control panels, starters panels and relay panels
- To remove the dust inside the landing indicator switches by electric blower
- To test all safety devices
- To dismantle, clean and adjust the electro-magnetic brake of gear-less machines
- To change gear oil and motor oil
- To check and tighten screws and foundation bolts of traction machine, secondary sheaves, exterior of lift frame, guide rail, guide rail clamps and bracket etc.
- To test the over current relays
- To provide all labor, materials, tools and transport to carry out annual inspection and load test according to the requirement of the employer

All the scheduled maintenance services described above shall be properly programmed and agreed with the Engineer-in-charge in order not to affect operation of the lift systems.

2.4 **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. 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.

2.5 GENERAL

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. A temporary quick fix solution will not be accepted. The employer shall at his discretion, take action to recover all losses incurred arising 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 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 16/05/2024 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 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/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/885/01/2024**

Date:

To,

The Second Secretary (Establishment)

High Commission of India,

Plot No. 1-3, Park Road,

Baridhara, Dhaka – 1212.

FINANCIAL BID

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

****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/885/01/2024 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 Comprehensive Annual Maintenance Contract for 6 (Six) lifts 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 (10% of tendered cost) amounting to (**10% 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 10% 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 **10% 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 Nationality 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 (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?
