



**Tender for supply and installation of Intrusion Detection System at  
High Commission of India, Dhaka.**

**TENDER NO. DAC/ADM/843/01/2022**  
**Dated: 12.12.2022**

**Last date for submission of bid: 02.01.2023**

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



**DAC/ADM/843/01/2022**

High Commission of India, Dhaka  
Administration Wing

Dated 12.12.2022

**NOTICE INVITING TENDER**

1. High Commission of India, Dhaka invites Tender under two bid system from registered and authorized firms/ service agencies for supply and installation of Intrusion Detection System at the High Commission of India, Dhaka at Plot No. 1-3, Park Road, Baridhara, Dhaka-1212.
2. Please note that any corrigendum/addendum in the above tender document, if required, will be communicated through the official channels of the High Commission of India, Dhaka.
3. The bidders should submit the bid in three separate sealed envelopes containing:
  - a. Earnest Money Deposit (EMD) (**Envelope No. 1**),
  - b. Technical Bid (**Envelope No. 2**) and Financial Bid (**Envelope No. 3**), with the same being clearly superscribed on the envelopes.
  - c. Technical bid should contain the supporting documents for fulfilling the eligibility criteria. Any bid which would not contain EMD of requisite amount/Undertaking will be rejected.
  - d. All the three sealed envelopes should be put in a single larger envelope superscribed as “Tender No. **DAC/ADM/843/01/2022** for Supply and Installation of Intrusion Detection System” and addressed to “The Head of Chancery, High Commission of India, Plot No. 1-3, Park Road, Baridhara, Dhaka-1212”.
  - e. The envelope should then be delivered **by hand** to the office of the Head of Chancery, High Commission of India, Dhaka.
  - f. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose (02.01.2023 till 1730 hrs) under any circumstances.
4. The Earnest Money Deposit (EMD) of BDT 21,000/- 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 tender bids.
5. The bidders may submit a undertaking to the effect that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the stipulated deadline, they will be suspended for a specified time period from being eligible to submit bids for contracts with the High Commission of India.
6. The Technical Bids will be opened on 03.01.2023 at 1500 hrs by a Committee authorized by the Competent Authority of the High Commission. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose. The pre-bid site visit may be conducted on any working day during the period of submission of bids between 1500 hrs and 1600 hrs with prior approval through email to [tssecurity.dhaka@mea.gov.in](mailto:tssecurity.dhaka@mea.gov.in).
7. 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 Mission shall be final and binding.

Sd/-  
(Saloni Sahai)  
First Secretary (HOC)  
Tel No +880-02-55067330

## LETTER OF BID

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

Ref: Invitation for Bid No. **DAC/ADM/843/01/2022** date 12.12.2022

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.

We offer to execute in conformity with the Bidding Documents for supply and installation of Intrusion Detection System at the Chancery complex of the High Commission of India, Dhaka.

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.

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

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

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**

<b>Events</b>	<b>Date</b>
<b>Notice Inviting Tender</b>	<b>12.12.2022 (at 1000 hrs)</b>
<b>Pre-bid Site visit/meeting (with prior appointment through email on tssecurity.dhaka@mea.gov.in)</b>	<b>All working days from 12.12.2022-02.01.2023 between 1400- 1600 hrs</b>
<b>Starting date for bid submission</b>	<b>12.12.2022 at 1000 hrs</b>
<b>Last date of bid submission</b>	<b>02.01.2023 (at 1730 hrs)</b>
<b>Opening of technical bids</b>	<b>03.01.2023 (at 1600 hrs)</b>
<b>Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)</b>	<b>Date and time to be intimated later</b>

## 1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/ Tender Document Purposes, the High Commission of India, Dhaka shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and/ or Bidder or interchangeably.
- 1.2 The last date of submission of bids is 02.01.2023 till 1730 hrs.
- 1.3 The tender shall be neatly arranged, plain and intelligible. Each page of the tender should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the tender. The conditional tender will be summarily rejected. Insertions, postscripts additions and alterations shall not be recognized unless confirmed by bidders signature.
- 1.4 The bidder shall submit documentary evidence in respect of their technical capabilities.
- 1.5 At anytime prior to the deadline for submission of bids, HCI, Dhaka may for any reason, weather on its own initiative or in response to the clarification requested by a prospective bidder, modify the tender document.
- 1.6 Any tender received after the deadline for submission of the tenders will not be accepted.
- 1.7 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, High Commission of India, Dhaka's interpretation of the clauses shall be final and binding on all parties.
- 1.8 The successful bidder, on award of contract, must send the contract/acceptance in writing, within seven (7) days of award of contract, failing which the order will be placed to the next successful bidder.
- 1.9 High Commission of India, Dhaka reserves the right to terminate the contract at any point of the time during the tenure of contract, if the services are not found satisfactory or the contractor dishonors the contract. Decision of the High Commission of India, Dhaka in this regard shall be final and binding upon the contractor.
- 1.10 No request for revision/increase of approved rates during the currency of contract will be entertained. No other charges like transportation fare etc will be payable for providing the services.
- 1.11 All relevant clearances will be done for the appointed service provider . Prior to awarding of this contract. High Commission can verify with provided references and reserves right to discontinue and cancel this tender and process under its own discretion. No queries in this regard shall be entertained.
- 1.12 The tender is non transferable.
- 1.13 Payment will be made directly to service provider by bank transfer.
- 1.14 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.15 The bidder shall submit the copy of the authorization letter/Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.16 All bidders are hereby explicitly informed that conditional offers or offers with deviations from the condition of contracts , the bids not meeting the minimum eligibility criteria. Technical bids not accompanied with EMD of requisite amount/format or any other requirements, stipulated in the tender documents are liable to be rejected.

1.17 The parties to the contract/agreement shall be the successful bidder (to whom the work has been awarded) and the client, High Commission of India, Dhaka.

1.18 For all purpose of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgment due to the High Commission of India, Dhaka. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

## 2. SCOPE OF WORK

2.1 Comprehensive Intrusion Detection System (IDS) has to be installed in six (06) offices of the High Commission of India, Dhaka. The dimension of the six offices are as given below:

S. No.	Dimensions of offices
1.	40 ft X 40 ft
2.	30 ft X 20 ft
3.	30 ft X 20 ft
4.	20 ft X 20 ft
5.	20 ft X 20 ft
6.	20 ft X 20 ft

2.2 The IDS should be able to comprehensively cover all possible entry points (doors, windows, roof hatches etc.) to the office where being installed.

2.3 The IDS should have a separate Arming and Disarming mechanisms for each office.

2.4 The IDS should have Central Control Panel which will be placed in the Control Room with a small buzzer or LED display for alarming.

2.5 The Operator should be able to adjust the sensitivity of the system from Control Room . Sensitivity shall be adjusted for each sensor rather than full zone.

2.6 The system shall have the provision to cancel the alarm once it is verified by the user. All the events shall be recorded with necessary log reports.

2.7 The system should be a wired system with circuit breaker detection.

2.8 All vendor will provide technical data probability detection nuisance alarm rate and vulnerability to defeat for each one of the sensor that are being installed.

2.9 The sensor proposed should not be prone to spoofing I.e when a target pass through the sensor normal detection zone without generating an alarm. Hence the vendor need to specify what is the minimum body mass/surface area that each sensor can detect.

2.10 The proposed sensor system should be capable of operating in a temperature range of 0 degree Celsius to 50 degree Celsius with 90 percent and above relative humidity.

2.11 The proposed system shall comply with Underwriters Laboratories (UL) standards or ASTM (American Society for Testing and Materials) or equivalent. The vendor will provide certificate of the equipment I.e sensor and control panel complying with the above standard.

2.12 Alternative power back up; The system should be designed in such a manner that even in case of power failure, alternative source of power is able to provide continues power to the system for uninterrupted operation.

2.13 The field analysers/units are connected in between and to the sensor in the control center in ring topology. The entire system should be resilient such that if any network failure/ cable breakage happens, the system continue to function uninterrupted by redirecting the data flow.

2.14 System to be able to send notification along with visual/audible signal loud enough to inform intrusion.

2.15 The system should be tamper proof and also notify any attempt to tempering.

2.16 **Documentation:** Documentation showing the theory of operation of equipment, functional block diagrams, cabling diagrams, schematics and parts lists providing manufacturer's and commercial equivalent part numbers.

### 3. **Annual Maintenance:**

The service providing agency should provide the following services:

(a) 24\*7 support for system failure.

(i) Servicemen must arrive on the site within 8 hours upon the receipt of the call during the office hours.  
( 4 hours in case of an emergency)

(ii) Servicemen must arrive on site within 24 hours upon receipt of call during non-office hours.

(iii) Provide service reports in English after each maintenance checking or each repair within 5 working days.

(b) Full support to resolve all hardware and software problems that occur during normal use of the equipment.

(c) Four quarterly routine preventive maintenance for all equipment demonstrating the proper functioning of the IDS at the embassy. A report indicating the status of each component shall be submitted after the end of each quarterly maintenance checking . A status report indicating any requirement for up-gradation or replacement of any other change be submitted after each maintenance.

(d) Provide two system training in English to the staff identified by the Embassy.

(e) During the operation and maintenance work if any finishing items/fitting and fixtures are broken by the labour engaged for the work , same shall be repaired/made good by the agency within one week of written notice failing which broken items/fittings and fixtures shall be got repaired/made good by the Embassy of India at risk and cost of the agency.

(f) The service providing agency should provide updation of software as and when available along with reprogramming of security system software (atleast once in 6 month)

(g) The service scope of maintenance service plan includes an extended product warranty till the duration of the contract to protect the clients security system against damage and losses related to system malfunction during the validity period of this service agreement. The extended warranty includes on site diagnostic services, pickup, return of defective parts. The service providing agency is therefore required to ensure that if any security equipment are not in working condition, they should be repaired within 21 days of commencement of the Annual Maintenance Contract.

(h) Testing Mechanism: All sensor should be performance tested by the company after maintenance. A sensitivity analysis or effectiveness test be done by the vendor/company to confirm a sensor's performance, verify sensor coverage and check for blind areas created by change in room layout.



(i) Installation and Maintenance: Sensors and components should be inspected periodically by the vendor/company to ensure that they conform to the required configuration and specification. Company/vendor should maintain logs regarding maintenance calls, test etc.

(j) Inspection: After any maintenance, sensor's will be inspected. All sensor's monitored by data collection control panel will be walk tested after any maintenance of the panel.

## **GENERAL**

The contractors shall keep sufficient spare parts during the maintenance period to ensure that replacement work for defect can be carried out immediately.

A competent engineer shall be provided to investigate the fundamental cause of a fault. Temporary quick fix solution will not be accepted.

**The employer shall at his discretion, take action to recover all losses incurred arising from the failure of the contractor to perform the duties either wholly or in parts as detailed in this section**

All the equipment /accessories required for the work will be provided by the contractor.

**Work shall be completed within three (3) months from the date of award of work to contractor.**

The items covered under this document shall be supplied at the project location with nationwide warranty for a period as provided by the Original Equipment Manufacturer (OEM) firm or a minimum of one year.

## **4. MINIMUM ELIGIBILITY CRITERIA**

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

(a) **Legally Valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in Dhaka. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.

(b) **Registration:** The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.

(c) **Experience:** The Bidder shall have experience in providing security equipment/ apparatus to Embassies/High Commissions/Government Ministries/Departments/Public Sector Companies/reputed corporate organization /multinational companies.

(d) **Company profile and information regarding its key personnel:** The bidding company shall also include in its bid, as per proforma at Annexure-6 to this document, details about the company and about its key personnel.

### **4.2 Documents supporting the Minimum Eligibility Criteria:**

(i) As proof of having fully adhered to the minimum eligibility criteria at 3.1(a), attested copies of certificates issued by the respective authority should be attached with the bid documents.

(ii) As proof of having fully adhered to minimum eligibility criteria at 3.1(b), attested copy of VAT registration certificate should be attached with the bidding document.

(iii) As proof of having fully adhered to minimum eligibility criteria at 3.1(c), attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/High Commissions/Government Ministries/Departments/ Public Sector Companies/reputed corporate organization/ multinational companies shall be attached with bid document.

(iv) As proof of having fully adhered to minimum eligibility criteria at 3.1(d), copies of supporting documents for company profile/information about key personnel may be provided along with Annexure-6 to this tender document.

## **5. EARNEST MONEY DEPOSIT**

5.1 The Earnest Money Deposit of BDT 21,000/- (Taka Twenty One Thousand only) in the form of Account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of “High Commission of India, Dhaka” has to be submitted along-with the bid. The validity of the Demand Draft/Pay Order must be for a period of forty five (45) days beyond the final bid validity period.

5.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Mission in respect of any previous work shall be entertained.

5.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the High Commission of India, Dhaka.

5.4 No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

5.5 The bid security may be forfeited:

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

## **6. VALIDITY OF BIDS**

6.1 Bids shall remain valid and open for acceptance for a period of **180 days** from the last date of submission of Bids.

6.2 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.

6.3 The client may request for extension for another period of **60 days**, without any modifications and without giving any reasons thereof.

**6.4 SITE VISIT:**

Interested firms/service agencies may visit the site for visualization and better understanding of the quantum of work on any working day during the bid submission period from 1500 hrs to 1600 hrs, after seeking prior appointment through email to [tssecurity.dhaka@mea.gov.in](mailto:tssecurity.dhaka@mea.gov.in). The site address is High Commission of India, Plot No. 1-3, Park Road, Baridhara, Dhaka -1212.

**7. PREPARATION OF BIDS**

7.1 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.**

7.2 Earnest Money Deposit of BDT 21,000/- **(Envelope-1).**

7.3 Technical Bid **(Envelope-2):** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information and documents in support of the minimum eligibility criteria. Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form (Annexure-6), duly filled and signed & stamped.
- c. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.

7.4 Financial Bid **(Envelope-3):** 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 3- Financial Bid”.**

**8. SUBMISSION OF BIDS**

8.1 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 Head of Chancery, 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 '1' - EMD (Demand Draft/Pay Order)

ENVELOPE '2' - Technical bid

ENVELOPE '3' - Financial Bid

8.2 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.

## **9. BID OPENING PROCEDURE**

9.1 The Technical Bids (Envelope-2) and Envelope-1 containing EMD/Undertaking shall be opened in the Conference Room of the Head of Chancery, HCI, Dhaka on 10.10.2022 1500hrs 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-3) will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/fax.

9.2 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.

9.3 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.

9.4 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

9.5 Absence of bidder or their representative shall not impair the legality of the bid opening procedures.

9.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

## **10. CLARIFICATION ON TECHNICAL BID EVALUATION.**

10.1 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.

10.2 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.

10.3 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.

## **11. PERFORMANCE SECURITY (PS):**

11.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 03% 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 Letter of Award (LoA). Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP) i.e. completion of warranty period. 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.

11.2 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 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.

11.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Mission shall be free to make other arrangements at the risk, cost and expense of the Contractor.

11.4 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.

**12. 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.

**13. 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.

**14. SPECIAL CONDITIONS OF CONTRACT (SCC)**

**14.1 Prices**

- a. The price quoted shall be considered firm and no price escalation will be permitted. The prices in the Price Schedule shall be **inclusive of all applicable taxes** as may be levied by the Government from time to time.
- b. Bidders must quote the price in the format given in Price Schedule at Annexure-1 to this document.
- c. All items are to be quoted only in Bangladeshi Taka.

**14.2 Warranty:**

All the items supplied shall carry on site comprehensive warranty for a period as provided by the **Original Equipment Manufacturer (OEM)** firm or a minimum of **one year** from the date of Installation & Commissioning. The bidder must undertake to provide the installation and warranty service at Dhaka. The repairing/rectification/replacement/configuration required, if any, of the items under warranty must be done at on site workshop.

**15. Payments:**

- a. 10% of the price quoted as mobilization advance will be paid to the contract awardee within one month from the date of issue of work order on submission of Bank Guarantee of an equivalent amount.
- b. 80% of the price will be paid on successful installation and commissioning of the equipment as per tender document and to the satisfaction of High Commission of India Dhaka.
- c. 10% of the price quoted will be kept as Retention money (to ensure quality construction as per tender specifications). It will be released on the completion of warranty period/defect liability period or against submission of Bank Guarantee of equivalent amount from any bank valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP) i.e. completion of warranty period.

**16. Penalty for delayed Services:**

- a. HCI reserves the right to levy penalty @ of 1 % of CIF value per week of delay beyond the scheduled deliveries/execution of the order successfully, subject to maximum of 5% of the order value.
- b. HCI reserves the right to cancel the order in case the delay is more than 10 weeks.
- c. The penalties, if any shall be recovered from the 10% claim due after installation & commissioning.

**17. Force Majeure and other conditions:**

17.1 HCI 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 a 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.

17.2 The Company should submit precise profile of its key clients along with details of services provided.

17.3 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.

17.4 High Commission of India reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.

17.5 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.

17.6 Any wrong or misleading information will lead to disqualification.

17.7 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.

17.8 The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's premises as stated in the eligibility criteria.

Format for Submitting the Price Schedule

**(To be submitted along with the financial bid in separate sealed cover marked as Envelope -3)**

**DAC/ADM/843/01/2022**

Date:.....

To,

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

TENDER for Supply and installation of Intrusion Detection System at High Commission of India, Dhaka

Head of Chancery  
High Commission of India  
Dhaka.

Dear Sir,

Sub: Financial Bid for \_\_\_\_\_

I / We are submitting tender for ..... against Tender Notice No. **DAC/ADM/843/01/2022** dated 12.12.2022

As part of the Bid, we hereby offer Figures.....(*In Words*.....) for ..... at the High Commission of India, Dhaka. The above is inclusive of all the applicable taxes; fees, as per regulations.

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

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

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

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

For and on Behalf of:

Signature (Authorized Signatory)

Designation:

**Price Schedule**

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

Note:

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

Yours faithfully,

(Signature of Authorised Signatory)

Name :

Designation :

Company seal :



(On the letterhead of the bidding company)

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

**UNDERTAKING**

I, \_\_\_\_\_, of M/s \_\_\_\_\_, having registered office at \_\_\_\_\_, do hereby undertake that my company, M/s \_\_\_\_\_, will not withdraw or modify its bids from Tender No. **DAC/ADM/843/01/2022** dated 12.12.2022 for supply and installation of Intrusion Detection System at High Commission of India, Dhaka' during the period of validity of the bids.

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

Place :  
Date :

**Notification of Award**

Contract No:  
To:  
[Name of Contractor]

Date:

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

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you 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:

**(On non-judicial stamp 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 (Annex-I);
  - (c) the completed Tender Submission Sheet as submitted by the Tenderer (Annex-II);
  - (d) the priced Bill of Quantities as submitted by the Tenderer (Annex-III);
  - (e) Scope of Work (Annex-IV); and
  - (f) Performance Guarantee (Annex-V)

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

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

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

For the Employer:

For the Contractor:

Signature  
Print Name  
Title  
In the presence of Name  
Address

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

To,  
Head of Chancery  
High Commission of India  
Dhaka

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ placed by High Commission of India, Dhaka with M/s \_\_\_\_\_ (Name & Address of vendor) for \_\_\_\_\_.

The conditions of this order provide that the vendor shall,

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

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

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

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

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

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

Tender for supply and installation of Intrusion Detection System

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

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

Notwithstanding anything contained herein:

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

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

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

The Bank guarantee will expire on .....

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK  
Signatory

Authorised

**CONTACT DETAILS FORM**  
**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?

\*\*\*\*\*