



**Assistant High Commission of India,
Sylhet, Bangladesh**

www.ahcisylhet.gov.in

**Tender for Supply/Hiring of 02 (one Male & one Female) local Security
Guards in the Assistant High Commission of India, Sylhet FOR ONE (1)
YEAR.**

Tender No.: SYL/ADM/871/01/2018

Date: 18 February, 2020

Last date for submission of bids: 19 March, 2020

**Assistant High Commission of India
House No.40, Road No.2, Block – E,
Shahjalal Uposhohor, Sylhet -3100.**

No.: SYL/ADM/871/01/2018
Assistant High Commission of India
Sylhet

Dated: 18.02.2020

NOTICE INVITING TENDER

The Assistant High Commission of India, Sylhet invites Tender under two bid system from registered and authorized firms/service agencies for Hiring of 02 (Two, One Male and One Female) local Security Guards for Assistant High Commission of India, Sylhet at House No.40, Road No.2, Block – E, Shahjalal Uposhohor, Sylhet.

2. The tender document can be downloaded from the websites <http://www.eprocure.gov.in> or <http://www.ahcisylhet.gov.in> from **Feb,18 2020 to March,19 2020 (Sunday to Thursday – 10:00 hrs to 16:00 hrs)**. **No tender fee will be charged for the tender documents.** Please note that any corrigendum/addendum in the above tender document, if any, will be hosted in the website of the Assistant High Commission of India, Sylhet, as given above.

3. The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as **“Technical Bid”** and **“Financial Bid”**. Both sealed covers should be put in a single enveloped superscribed as **“Tender No.: SYL/ADM/871/01/2018 for Hiring of 02 (Two, One Male and One Female) local Security Guards”** and addressed to Head of Chancery, Assistant High Commission of India, House No.40, Road No.2, Block – E, Shahjalal Uposhohor,, Sylhet-3100. The envelope containing the Technical and Financial bids should be delivered at to the Assistant High Commission of India, Sylhet at the address given above before the last date i.e. 19th March 2020 by 1600 hrs. It may be noted that the tenders will not be accepted after the expiry of stipulated date and time under any circumstances.

4. An Earnest Money Deposit (EMD) of BDT 20,000/- (BDT Twenty Thousand only) in the form of Account Payee Demand Draft/Pay Order drawn in favour of **“Assistant High Commission of India, Sylhet”** is required to be submitted along with tender bids. Bids shall not be considered in case the EMD is not submitted and would be rejected summarily.

5. The bidders have **an option to submit, in lieu of EMD of BDT 20,000/-**, a judicially valid 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 Assistant High Commission of India. Bids received without EMD or a judicially valid undertaking will be rejected.

6. The Technical Bids will be opened on 24.03.2020 at 15:00 hrs by a Committee authorised by the Competent Authority of the Assistant High Commission of India, Sylhet. The financial bids of only those bidders, whose Technical Bids are found eligible, shall be opened by the Committee authorised for the purpose.

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 shall be final and binding.

(Girish Chandra Pujari)
Second Secretary (HOC)
Tel No. +88-0821-729141

LETTER OF BID

Dated: , 2020

To,

**Head of Chancery
Assistant High Commission of India,
House No.40, Road No.2, Block – E,
Shahjalal Uposhohor,
Sylhet-3100.**

Ref: Invitation for Bid No.: SYL/ADM/871/01/2018 dated February 18,2020

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda/Corrigenda issued in accordance with Instructions to Bidders;
2. We offer to execute in conformity with the Bidding Documents for Hiring of 02 (Two, - One Male and One Female) local Security Guards at the Assistant High Commission of India, Sylhet House no.40, Block -E shahjalal uposhoar, Sylhet 3100;
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)

IMPORTANT DATES

Sl. No.	Events	Date
1.	Tender Publish Date	18.02.2020 (at 1700 hrs)
2.	Document Download Start Date	19.02.2020 (at 09:30hrs)
3.	Bid submission end date	19.03.2020 (at 16:00 hrs)
4.	Opening of Technical Bids	24.03.2020 (at 15:00 hrs)
5.	Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	Date to be intimated later

***Note: "The bids will be opened in the Conference Room, Assistant High Commission of India, house no. 40, Block- E Shahjalal Uposohar, Sylhet-3100"**

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/Tender Document Purposes, the Assistant High Commission of India, Sylhet shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in> OR <http://www.ahcisylhet.gov.in> from 18.02.2020 onwards. The last date of submission of bids is 19.03.2020 till 16:00 hrs.
- 1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.4 The bidder shall submit the copy of the authorization letter/Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The bidder has the option that in lieu of the EMD, it can submit an a judicially valid Undertaking to the effect that if the bidder withdraw or modify its bid during the period of validity, or if it is awarded the contract and it fail to sign the contract, or to submit a performance security before the stipulated deadline, it will be suspended for a specified time period from being eligible to submit bids for contracts with the Assistant High Commission of India, Sylhet.
- 1.7 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work is awarded) and the Client, Assistant High Commission of India, Sylhet.
- 1.8 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the Assistant High Commission of India, Sylhet. 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

OBJECTIVE

To provide fully trained and company vetted unarmed Security Guards.

TECHNICAL SPECIFICATION

In this section the Bidder, is expected to provide the necessary documentation to support their compliance with the required qualifications. It is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be taken into account for evaluation i.e the bidder should clearly demonstrate, in the proposal with supporting documents and records, as to where, when, and how such experience was gained.

POINT- RELATED TECHNICAL CRITERIA FOR THE SERVICE PROVIDER

Proposals submitted by the Bidders will be evaluated and points will be awarded. The maximum points awarded are summarized as follows:

SL NO	TITLE	MAXIMUM POINTS AVAILABLE
1.	Description of the company	10
2.	Corporate experience	10
3.	License and Certificates	10
4.	Range of security services other than manpower services	10
5.	Reserve pool and supporting logistics	10
6.	Average years of service by guards employed by the company	10
7.	Training facility	10
8.	International certifications	10
9.	Profile of company's management	10
10.	Scope and limit of the company	10
Total		100

NOTE: Each bid will be evaluated on the basis of above criteria. Documents and certificates submitted will be scrutinized and points will be awarded to each bid. Bids which fail to obtain minimum cut off will be declared ineligible and their financial bid will not be opened. The minimum cut off will be the average of points obtained by the top three Bidders.

- 1) The Bidder to provide a brief of its past experience, service history, achievements of the corporate while providing service to clients with similar size and scope of work.

2) **CORPORATE EXPERIENCE:**

The bidder must provide the details of at least 03 contracts, which continually spans at least three years, completed within the past five years in providing security services to Diplomatic Missions and at least 02 contracts, which continually spans at least three years, completed within the past five years in providing security services to various Government Organizations, which demonstrates experience in fulfilling requirements of similar size and scope of work. The details of such contract should include:

- a. Title of Contract.
- b. Brief description of the project's scope and schedule
- c. The location of the project like city, country etc
- d. The commencement date and the termination date of such contracts.
- e. Client references.

3) **LICENSE AND CERTIFICATE**

- a. True copies of license/certificate of registration of the company, showing authorization to operate as a security services company in Bangladesh.
- b. Evidence of registration certificate of the company under the statutory regulation under labour laws.

4) A description, by the Bidder, about other range of security services provided by the company other than manpower services. The description should include:

- a. Different types and number of security gadgets which the company is able to provide.
- b. Whether the company has trained dogs for security purposes.
- c. Other security services, if any.

5) **RESERVE POOL AND SUPPORTING LOGISTICS**

A description, by the bidder, on the number of security guards and logistics available with them at any given point of time to mitigate any kind of exigency. The description should include:

- a. Size of the trained reserve pool.
- b. No of response teams available to mitigate any exigency.
- c. Other logistical arrangements, with the company, if any

6) **AVERAGE YEARS OF SERVICE RENDERED BY THE GUARDS AND TAKE HOME SALARY AND ALLOWANCES OF THE GUARDS**

The Bidder should provide statistics on the average number of years of service rendered, to the company, by the guards employed by them. They will also submit details on the take home salaries and other allowances granted to guards by submitting supporting documents like pay slip, bank account statements etc.

7) **TRAINING FACILITIES**

The description, with supporting certificates and documents, should include:

- a. Details of training facilities available with the company which will include
 - i. Title of the facility
 - ii. Location of the facility
 - iii. Infrastructure available with the facility
 - iv. Qualification of the instructors employed by the facility
- b. The curriculum followed in the facility.
- c. Duration of the courses imparted to the guards and supervisors.
- d. Process of recruitment of guards

8) **CERTIFICATIONS BY ORGANIZATIONS.**

The Bidder to submit true copies of International certifications like ISO or any other security certifications, if any.

9) **PROFILE OF THE COMPANY'S MANAGEMENT**

A description about the company's management which should include:

- a. On whether they are trained in security aspects.
- b. Whether they were serving in defense or homeland security.
- c. The general rapport of the company's management with the local police.
- d. Any other information.

10) **SCOPE AND LIABILITY OF THE COMPANY IN CASE OF A SECURITY FAILURE**

A description by the Bidder on the scope and liability of the company in case of a security failure by the guards deployed by them, as the Company will be responsible, financially, for loss of Client property due to negligence attributable to the guards provided by the bidder. The description should include:

- a. How the company plans to compensate the damage caused by security lapse of its guards;
- b. Does the bidder have any insurance to cover such damages/eventualities;
- c. Does the bidder have enough resources to compensate for such damages.

3. TECHNICAL SPECIFICATION FOR HUMAN RESOURCES PROVIDED BY THE SERVICE PROVIDER

- 1) All guards employed by the Company should be their core employee, ie not a sub-contracted employee.
- 2) All guards must be security vetted via a background and criminal record check, by the Security Department of the Government. They must have passed medical and physical fitness tests and should be suitably trained before being deployed at the Client's premises.
- 3) The Company is to provide at least one male and one female guard for duty during the hours of duty mentioned in this document:
 - (a) The guards provided by the company should not be more than 50 years of age ;
 - (b) Guards must pass the company fitness and medical tests, for performing the kind of duties prescribed in the scope of work. They must be re-tested on a yearly basis and their results (both pass or fail), should be made available to the Client.

(c) A medical certificate certifying that the guard is not suffering from any illness or disease which would prevent the Guard for performing duties assigned to him/her should be submitted at the time of deployment.

(d) The guards should have a minimum qualification of Matriculation or equivalent.

4) **TRAINING**

The company must provide training to Guards assigned to the Client, prior to their deployment. Also, the Guards must undergo Annual Refresher Training. All costs of training, including labour, are the responsibility of the Company. All training is to be conducted by certified trainers (proof of which needs to be produced upon demand). Further, the Client may also provide additional training at its discretion. Training must consist of the following subjects, and will be subjected to the review by the Mission:

(a) Basic Guard duties like access control, how to conduct anti sabotage checks, how to regulate traffic, how to deal with public, mob control, observation techniques to identify, report and record suspicious acts of persons, maintenance of post logs and preparation of Incident Reports.

(b) Use of equipments: how to use baton, handcuffs, under vehicle scanner, HHMD, DFMD, X Ray Baggage Inspection System and other gadgets identified during the on-site visit.

(c) Unarmed defense which include defending against physical attack, procedures for restraining other, guidance on the use of force.

(d) Soft skill training on procedures used when conversing with Mission employees and general public, actions to be taken when confronted with hostile or mentally disturbed individuals, tending visitors with disabilities.

(e) Procedures followed for emergency response to bomb threats, fire alarms, medical emergencies, discovery of weapons and any other threat that may emulate under such scope of work.

(f) First Aid: basic First Aid, including CPR

(g) Guards responsibilities, conduct and penalty for violating orders. Special emphasis may be given to on what information can be revealed or should not be.

5) Guards must be able to competently read, write and communicate in Bangla and must have functional knowledge of English (Reading and Speaking).

6) **Uniforms and Equipments:**

It is the uniform that clearly identifies and distinguishes a Security Guard from other. So, the Guards should perform their duties in smart, neat and clean uniforms. Each Guard must be equipped with the following uniforms and equipments, which is to be supplied by the Company. The equipment used must be pre approved by the MISSION and it is to be replaced when lost or damaged. Each guard must be issued with the following equipment:

- | | | |
|-----|-------------------|-----------|
| (a) | Shirts | : 04 nos |
| (b) | Trousers | : 04 pair |
| (c) | Sweater/pull over | : 01 nos |
| (d) | Black shoes | : 01 pair |
| (e) | Black socks | : 02 pair |

- | | | |
|-----|------------------------------|----------|
| (f) | Full length rain coat | : 01 nos |
| (g) | Black trouser belt | : 01 nos |
| (h) | Caps with appropriate emblem | : 02 nos |
| (i) | Whistle | : 01 nos |
| (j) | Heavy duty flashlight | : 01 nos |
| (k) | Wooden baton with holder | : 01 nos |
| (l) | Pocket size note book | : 01 nos |
- (m) Any other related items necessary for the Guards to perform their duties.

7) The Company has to maintain a pool of adequately trained Guards, to be used as replacement/supplement in the event of sickness, vacation, disciplinary action etc. It will be the responsibility of the Company for arrangement to replace Guards, as soon as, such a requirement arises.

8) The Client is permitted to conduct surprise visits to posts. If any Guard is found sleeping or otherwise incapable of carrying duties assigned to him/her, the Client, is empowered to take appropriate action.

9) The Client can request that a Guard to be replaced within 02 hours, with another fully trained guard, should their conduct deemed unsuitable for the duties assigned to him/her.

10)

The Client is not responsible for any transportation cost incurred by the Company's personnel to travel to and from their place of duty.

11) The Company must adhere to all safety measures respecting personnel and fire hazards recommended by Nation Codes.

12) The Company must prepare and maintain a Weekly Deployment Chart (WDC), for all Guards on duty that lists the name of each Guard to be assigned for each shift. The Supervisor Guard must provide the Client with a copy of the WDC, for all employees by 1200 hrs of the last working day of the week, for the upcoming week. The WDC will show the name of the Guard assigned and the shift assigned in terms of hours of the day. The Supervisory Guard must notify MISSION, three days before any change of a permanent Guard (Specific individual) to a post.

13) The Company is to provide a security information service for the region of Sylhet. The Company is to monitor media channels available in Bangladesh on a 24/7 basis and any information pertaining to security should be reported to the Client via email and sms. The information related would include:

- (a) Traffic incidents
- (b) Hartals and demonstrations
- (b) Criminal incidents
- (c) Homeland security incidents
- (d) Any other information which could impact the security of the Assistant High Commission of India.

15) The Company must depute a Liaison Officer who will liaise with the Client on a monthly basis and as required/requested by the Client. S/he will be responsible to manage all administrative details of the contract and respond to any queries or complaints in a timely basis. S/he will furnish the following reports to the Client:

- (a) Number of visitors screened: monthly
- (b) Number of vehicles screened: monthly
- (c) Number of items seized: monthly
- (d) Number of refresher training sessions held: yearly
- (e) Dummy test results: after each test
- (f) All security vetting related information such as employee name, address, antecedents, police verification etc
- (g) Details of salary, allowances, deduction and days of work
- (h) Must provide documentary records for the above.

16) The two guards (one male and one female) will be deployed on duty from morning 08:00 hrs to evening 20:00 hrs on all working days. The guard post location will be at Chancery Gate.

The Guard must read, familiarize themselves and adhere to specific orders for this post.

17) **SHIFTS**

Guards are to work in accordance with the local labour laws. Guards are not permitted to work more than 08 continuous hours in a shift and should have a rest period of at least 12 hours between shifts. No Guard will be permitted to work more than 06 consecutive days without a 24 hours rest period. Double shifting of Guards is strictly prohibited. For example, one team of two guards (one male and one female) can be deployed for 8 hours and thereafter, another team can be deployed for the next 4 hours or vice versa. The allocation of duties can be done as per administrative convenience. However, during the 12 hours of duty, i.e. from 0800-2000 hrs a team of two guards will have to be on duty at any given time.

4. MINIMUM ELIGIBILITY CRITERIA

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 Sylhet. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.

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

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

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

1.2 Documents supporting the Minimum Eligibility Criteria:

(i) As proof of having fully adhered to the minimum eligibility criteria at 4.1 (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 4.1(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 4.1(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 4.1(d), copies of supporting documents for company profile/information about key personnel may be provided along with Annexure-6 of this tender document.

EARNEST MONEY DEPOSIT

1) The Earnest Money Deposit of BDT 20,000/- (BDT Twenty thousand only) in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "Assistant High Commission of India, Sylhet" has to be submitted along-with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months.

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 Client in respect of any previous work shall be entertained.

3) In place of bid security, the Bidders may submit a judicially valid 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 a stipulated deadline, they will be suspended for a period, as decided by the Assistant High Commission of India, Sylhet, from being eligible to submit bids for contracts with the Assistant High Commission of India, Sylhet.

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

5) No claim shall lie against the Client 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.

6) The bid security may be forfeited:

(i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or

(ii) In case of successful bidder, if the bidder

(a) fails to sign the contract in accordance with the terms of the tender document;

(b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or

(c) fails or refuses to honour his own quoted prices for the services or part thereof.

5. VALIDITY OF BIDS

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

5.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

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

6. PREPARATION OF BIDS

6.1 Language: Bids and all accompanying documents shall be in English only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.

6.2 Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form (Annexure-6), duly filled and signed & stamped.
- c. Earnest Money Deposit of BDT. 20,000/- or a judicially valid Undertaking in lieu of EMD All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 above.

- 6.3 Financial Bid: Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as “Envelope B- Financial Bid”.

7. SUBMISSION OF BIDS

- 7.1 The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to Head of Chancery, House No.40, Road No.2, Block – E, Shahjalal Uposhohor,, Sylhet-3100. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. No Tender Documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE ‘A’ Technical bid

ENVELOPE ‘B’ EMD - Demand Draft or ‘Undertaking’

ENVELOPE ‘C’ Financial Bid

- 7.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the Assistant High Commission, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.

8. BID OPENING PROCEDURE

- 8.1 The Technical Bids (Envelope A) and Envelope B containing EMD/Undertaking shall be opened in the Conference Room of the Head of Chancery, AHCI, Sylhet on 24.03.2020 at 15:00 hrs. in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Assistant High Commission. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Assistant High Commission. The Financial bids (Envelope ‘C’) will be opened on a subsequent date, which will be intimated to the short-listed bidders, by email/fax.
- 8.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 8.3 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
- 8.4 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- 8.5 Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 8.6 After opening of the Technical Bids and verifying the EMD amount/Undertaking, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 9.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 4.2.

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 'Assistant High Commission of India, Sylhet', payable at Sylhet in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.
- 10.2 The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.
- 10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Ministry shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- 10.4 On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

11. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of ONE YEAR (1 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority in Mission.

12. PAYMENTS

- 12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the SP towards the work.
- 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 from 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/or 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 along with the statutory compliance Bonus is sole responsibility of the SP. In case of revision in minimum wages by the Government of Bangladesh, the same would be absorbed by the Mission. Claim for any other escalation shall not be entertained by the Ministry.
- 12.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

13. Other Conditions, Force Majeure & Penalty Clause.

- 13.1 The workers provided by the SP should be on the roll of the Company and their antecedents should be pre-verified by the Police authorities. A copy of the verification of each worker shall be submitted to the High Commission before deployment for work at Chancery complex.
- 13.2 The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- 13.3 The Company should submit precise profile of its key clients 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.
- 13.5 Service Provider would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. Service Provider would indemnify Mission against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Mission would not be liable to pay any damages or compensation to such cleaners or to any third party.

- 13.6 In case of any complaint, either as regards the nature of service or as regards the behaviors of workers on duty or otherwise, Service Provider would be intimated and would be required to take corrective measures promptly.
- 13.7 Assistant 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 Assistant High Commission of India reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- 13.9 The Assistant 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 Assistant High Commission's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 13.10 The bidder must have modern equipments, latest technical expertise for servicing/maintenance the Lifts.
- 13.11 Any wrong or misleading information will lead to disqualification.
- 13.12 The bidder shall deploy adequate manpower, equipment and resources to ensure proper servicing and maintenance of the Lifts.
- 13.13 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.
- 13.14 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 -C)

BIDNo.: SYL/ADM/871/01/2018

Date:.....

To,

Head of Chancery
Assistant High Commission of India
House no. 40, Block E
Shahjalal uposohar
Sylhet – 3100.

TENDER for

Comprehensive Hiring/Supply of 02 (Two, One Male and One Female) local Security Guards for
Assistant High Commission of India, Sylhet

Head of Chancery
Assistant High Commission of India
Sylhet.

Dear Madam,

Sub: Financial Bid for _____

I / We are submitted tender for Hiring/Supply of 02 (Two, One Male and One Female)
local Security Guards services of against Tender NoticeNo.: SYL/ADM/871/01/2018 dated
19.03.2020

As part of the Bid, we hereby offer Figures BDT..... (In
Words.....) for providing of hiring of 02 local Security Guards of the Assistant High
Commission of India. The above is inclusive of all the application taxes; fees, as per regulation.

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

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

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

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

For and on Behalf of:

Signature (Authorized Signatory)

Designation:

To,

Head of Chancery
Assistant High Commission of India
House no. 40, Block E
Shahjalal uposohar
Sylhet – 3100.

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
Assistant High Commission of India
house no 40, block- E, Shahjalal uposohar
Sylhet.**

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/551/31/2008 dated 09.05.2018 for the Hiring/Supply of 02 (Two, One Male and One Female) local Security Guards and servicing of Assistant High Commission of India, Sylhet' during the period of validity of the bids.

I further undertake to have understood that if my company M/s. _____ Enterprise 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 Assistant High Commission of India, Sylhet.

Place :

Date :

Notification of Award

Contract no:

Dated:

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]***.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security and signing the Contract Agreement within Seven (7) days.

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorised to sign for and on
behalf of ***[name of Procuring Entity]***

Date:

Contract Agreement

THIS AGREEMENT made the **[day]** day of **[month]** **[year]** between **[name and address of Employer]** (hereinafter called “the Employer”) of the one part and **[name and address of Contractor]** (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, **[brief description of works]** and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka **[Contract price in figures and in words]** (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

The documents forming the Contract shall be interpreted in the following order of priority:

- (a) the signed Contract Agreement;
- (b) the letter of Notification of Award
- (c) the completed Tender Submission sheet as submitted by the tender;
- (d) Work Methodology,
- (e) the priced Bill of Quantities as submitted by the Tenderer;
- (f) Scope of work, and
- (g) Performance Guarantee.

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:

Signature

Print Name

Title In the presence of Name

Address

For the Contractor:

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

To,

**Head of Chancery
Assistant High Commission of India
Sylhet**

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by AHCI, Sylhet M/s (Name & Address of vendor) for.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Bangladesh, as per the warranty clause in said purchase order.

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

AHCI, Sylhet 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 AHCI, Sylhet under any security(ies) now, or hereafter held by the AHCI, Sylhet 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 AHCI, Sylhet hereunder or of prejudicing right of the AHCI, Sylhet against the bank.

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

Your right to recover the said sum of Tk. _____ Taka _____
_____ only) from us in manner aforesaid will not be affected/or suspended by

reason of the fact that any dispute or disputes have been raised the said M/s and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to Tk _____ (Taka _____ Only)
Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

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

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed Tk.....(in words)
- B. This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before
- D. The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Signatory

Authorized

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory	
Nationality	
Passport No.	
E Mail ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	

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

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

1.

2.

3.

4.

5.

Bidder information

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

- **Business background**

- How many years has your firm been in business? How many years under its present business name?
- Attach a current organizational chart and include the total number of employees in your firm in AAA, by various locations.

- **Claims and Suits (Explain any “Yes” answers)**

- Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?
- Has your firm ever failed to complete work awarded to it?
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
- Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?

- **Financial Information**

- Please provide copies of your firm’s audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.
- How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.
- Please list your top five (5) customers and indicate what % of your business they represent.
- Who are your bankers?