

No. Col/Prop/885/05/2019
(High Commission of India)
(Colombo)

NOTICE INVITING TENDER FOR SELECTING CONTRACTOR
FOR
(Supply and Installation and maintenance of Heavy Duty Automatic Gate Operators for the main entrance at High Commission of India, Colombo)

The President of India acting through the **High Commissioner** of India in **Colombo, Sri Lanka** requests proposals in sealed envelopes from appropriately qualified and adequately experienced Contractors for **Supply and Installation and maintenance of Heavy Duty Automatic Gate Operators for the main entrance at High Commission of India, Colombo**. The proposal duly completed in prescribed format as per Notice Inviting Tender (NIT) along with Earnest Money Deposit (EMD) of Sri lankan rupees 60,000/- (See Section VII) must reach office of MR. Rakesh Kumar, **Attache (Property), High Commission of India, No:36-38, Galle Road, Colombo-03, estt.colombo@mea.gov.in, 011-2436570** on or before **(03:00PM)** on **(3rd October,2019)**. The detailed tender document along with its annexure may be downloaded from Central Procurement Portal <https://eprocure.gov.in/cppp/> and also the official website of the **High Commission of India, Colombo** at https://hicolombo.gov.in/tendernotice_archive .

- The objective of this Notice Inviting Tender is to select an appropriately qualified and adequately experienced Contractor by the **High Commission of India** in Colombo Sri Lanka for (**Supply and Installation and maintenance of Heavy Duty Automatic Gate Operators for the main entrance at High Commission of India, Colombo**).
- **Location and description of Property:- High Commission of India, 36-38, Galle Road, Colombo - 03, Sri Lanka**
- **Scope of Work:**

Supply, install and maintenance of heavy duty automatic gate operators for two sets of swing gates installed at the main entrance of High Commission of India, Colombo. It should be a state of the art mechanism comprising of

- i) Heavy duty hydraulic arms
- ii) Heavy duty load bearings hinges
- iii) Superior quality swing gate motor
- iv) Control module to control the gate operation
- v) All weather safety sensors

It should be able to sustain frequent weather pattern, withstand high wind pressure and be corrosion resistant. Service/ repair at short notice (24 x7) should be available after installation.

Any other works assessed to be necessary during site visit. Site visit is must

- **Period of Completion:-** 21 days calculated from the date of commencement of works.

- **Site visit:** Physical visit to the site is compulsory to have a general idea about the extent of works required and the amount of involvement by the Contractor. Interested firms can visit the site from **(10:00am to 12:00pm and 2:30pm to 4:30pm)** on **(Monday to Friday)** after prior appointment with **Mr. Rakesh Kumar, Attache (Property), High Commission of India, No:36-38,Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-2436570.**

- **Submission:** The proposals (bids) should be submitted in two parts: (i) Technical Bid, which should contain the documents establishing the technical eligibility of the applicant and other documents required establishing sound financial condition, as **per terms & conditions of this tender**; and (ii) Financial Bid, which should be as per the format given in this tender. The last date of submission of sealed bids is **(03:00pm)** on **(03rd October, 2019)** in the office of **Mr.Rakesh Kumar, Attache (Property), No:36-38,Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-243657).** Technical bids will be opened on **(03:30PM)** on **(03rd October, 2019)** in the **High Commission of India Colombo.** All pages of the submitted document must be signed by authorised signatory.

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TENDER FOR SELECTING CONTRACTOR
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Tender Documents

Tender Contents

- **Technical Bid Documents:**

Document I : Invitation to Tender

Document I – S-I : Instruction to Bidders (Section-I)

Document I – S-II : Introduction and Credentials of Bidder (Section-II)*

Document I – S-III : Terms and Conditions of contract (Section-III)

Document I – S-IV : Scope of Work (Section-IV)

• **Financial Bid Documents:**

Document II : Schedule of Quantity/Items/Bill of Quantities (BOQ) for calculating variations – Bidder is to provide anticipated quantity of each item along with rates as they would be supplied. Additional items may be quoted by Bidder. (Section-V)

Document III : Form of Tender - Financial bid letter (Section-VI)
(Lump sum fixed price to be quoted on this form by Bidder)

Document IV : Standard formats for Earnest Money Deposit (EMD)/Guarantee, etc. (Section-VII).

* Section-II - Documents about the credential of the bidder, resources, company brochures, construction methodology, experience, management techniques, and any other information about bidder – These documents are to be supplied and attached by the bidder.

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Invitation to Tender

• The President of India acting through the **High Commissioner** of India in Colombo, **Sri Lanka** invites Lump-sum Fixed Price Tender for **Supply and Installation and maintenance of Heavy Duty Automatic Gate Operators system**. The Lump-sum Fixed Price / Amount tender shall be on the basis of following tender documents.

Technical Bid Document:	
Document – I	Press Notice, Invitation to Tender, Instructions to Bidders, Scope of Work & Eligibility Criteria
Financial Bid Document:	
Document- II	Form of Tender (Lump sum price to be quoted on this form by Bidder)

Document- III	Schedule of Items
Document- IV	Conditions of contract including standard formats for BG/ Guarantee, etc.

- The last date of submission of sealed bids is **(03:00pm)** on (03rd October, **2019**) in the office of **Mr. Rakesh Kumar, ATTACHE (Property), No:36-38,Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-2436570**. Technical bids will be opened on **(03:30pm)** on (03rd October,**2019**) in the **High Commission India, Colombo**. Any Tender received after this date and time will not be considered.
- Technical bids will be opened on **(03:30pm)** on **(03rd October,2019)** in the **High Commission of India, Colombo**. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the **High Commission of India, Colombo**.
- The Tender shall remain valid for a period of Thirty (30) days from the date of opening or till any extended period.
- Eligibility Criteria:
 - **Permit:** The tenderer should have valid permit/registration from a competent local authority for carrying out the work in Colombo, **Sri Lanka** in the Diplomatic property of the **High Commission of India, Colombo**.

Similar work: The Tenderer must have satisfactorily completed (i) one similar work of value of Sri Lanka Rupees 2,400,000/- or (ii) two similar works of value of Sri Lankan Rupees 1,800,000/- **or** (iii) three similar works of value of Sri Lankan Rupees 1,200,000/-.

- **Bank Solvency:** Certificate of Solvency for Sri Lankan Rupees 1,200,000/- certified by bank. The certificate should not be older than six months.
- **Annual Turnover:** The annual turnover of the tenderer should be equal to the Sri Lankan Rupees 8 **million** during the immediate last three consecutive financial years.
- **Profit-Loss:** The tenderer should not have suffered loss in more than two years in the previous five financial years and must not have suffered loss in the immediate preceding financial year.
- **Defects Liability Period:** Defects Liability period will be twelve months from date of completion of project.
- **Performance Security:** 5% of the contract value shall be submitted by the successful bidder in the form of a Bank Guarantee valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the supplier under the contract and discharged after completion of work.
- **Financial quote & variations:** Contractor shall quote his Lump-sum Fixed Price based on the enclosed Scope of Work. The Contractor shall note that Bill of Quantities

(BOQ) shall not form part of the agreement and Contractor shall complete all the works as defined in the Scope of Work irrespective of the Bill of Quantities (BOQ) /details since these will not form part of the agreement. However, the unit rates quoted in the Bill of Quantities (BOQ) of items shall be used for working out the variations as per tender conditions.

- **Commencement:** Commencement of the works shall be effected within Fifteen (10) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 10 days period being defined as the mobilization period.
- **Completion:** The Period of Completion for the whole of the works is 21 days calculated from the date of commencement of works.
- **Mobilisation Advance:** 10% of contract amount and up to maximum of 30% against equivalent Bank Guarantee.
- **Retention Money:** 5% of contract amount, till the Defect Liability Period is over.
- **Arbitration:**
 - If any dispute, difference or question at any time arises between the Mission and the Contractor in respect of the agreement signed which cannot be settled mutually or in case of termination as described in clause 15, shall be referred to arbitration.
 - The arbitration proceedings will be conducted in accordance with and be subject to the UNCITRAL (United Nations commission on International Trade Laws) Arbitration Rules, as amended from time to time and the decision of the arbitrators as mentioned above shall be final and binding on the parties.
 - The Arbitration will have its sittings in the High Commission of India, Colombo.
- **Rejection:** The *High Commission of India, Colombo* reserves the right to accept or reject proof of credentials at its sole discretion without having to furnish reasons thereof, to the applicants. Submission of false information/document shall render the bidder ineligible.
- **Sub-contractors:** The Tenderer must submit with his offer a list of Sub-Contractors and Specialists names he proposes to use on the Works. The *High Commission of India, Colombo*) reserves the right to accept or reject any pre-approved sub-Contractor even after formal award of Contract and/or commencement of work with or without reasons.
 - The successful Tenderer shall be responsible for coordinating his work with various sub-Contractors and other bid-pack Contractors employed on the Works coordinating his work between various trades, obtaining all the necessary information from sub-Contractors for the purpose of the overall programming of his works; supplying all the

normal attendance to all sub-Contractors and assuming the overall responsibility for the aforesaid.

Address:
Email:
Fax:

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Section-I

• **INSTRUCTION TO BIDDERS**

- The Bidding Documents comprise of:

Section-I	:	Instruction to bidders
Section-II	:	Introduction and Credentials of Bidder
		(To be prepared and submitted by the Bidder)
Section -III	:	Terms and conditions of Contract
Section- IV	:	Scope of work
Section- V	:	Schedule of Quantity
		(To be prepared and submitted by the Bidder)
Section - VI	:	Form of Bid
		(Lump sum fixed price to be quoted by Bidder)
Section - VII	:	Standard formats for Earnest Money Deposit (EMD).

- **Site visit:** Physical visit to the site is **compulsory** to acquaint himself with the Site of the Works. The tenderer shall take entire responsibility in the interpretation of the report and of the site conditions. No consideration or compensation will be given for any alleged misunderstanding of the nature of the work to be executed.
- **Cost of Tendering** - The **High Commission of India, Colombo** will not be responsible to compensate for any expense or losses which might have been incurred by the Tenderer in the preparation and submission of his Tender/bid.
- **Earnest Money Deposit/Bid Securing Declaration–**

- The bidder shall submit a Demand draft or Banker's cheque drawn in favour of "High Commission of India, Colombo" amounting to 60,000/-.
 - The bidder shall submit Section-VII .
 - **Pre-bid meeting:** A pre-bid meeting is scheduled at 10:00 AM on 03.10.2019 in the **High Commission of India, Colombo**. Interested bidders may contact the office of **Mr. Rakesh Kumar, ATTACHE (Property), High Commission of India, No:36-38,Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-2436570)** to attend the pre-bid meeting.
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- **Lump Sum Fixed Price Tender** - This is a LUMPSUM FIXED PRICE TENDER with extent of Work as indicated in scope of works.
 - The bidder shall examine the scope of work and other Documents and all Addenda (if any) before submitting his Tender/Bid and shall become fully informed as to the extent, quality, type and character of operations involved in the Works.
 - Bidders are required to quote Lump-sum fixed prices on "Form of Tender". Bidders may prepare schedule of quantity as per scope of work identifying item description, quantity and rates.
 - The total amount of schedule of quantity prepared by them should be transferred to Form of Tender.
 - The Lump-sum Fixed Price/amount must be quoted both in figures and in words on the Form of Tender and the currency must be Sri Lankan Rupees only.
 - In case of any discrepancy between figures or words, the amount quoted in words shall be taken to be correct for this tender.
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- **Validity of Bid** - The Bid shall remain valid for a period of 30 (Ninety) days from the date of the opening of the bid or up to any mutually extended period.
-
- **Tender and Schedule of Quantities**
 - Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.
 - Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.
 - The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.
 - It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.
 - No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

- **Final Tender Price** - Decision on bid will be taken based on the final price quoted on the Form of Tender. Lump-sum Fixed Price/Amount as quoted in the “Form of Tender” shall be the basis for deciding the tender quote and the L1 bidder.

- **Errors and Rectification:**

- In case of any mismatch in the final quoted price on Form of Tender and Total amount worked out on rates in Schedule of Quantities, the final price quoted on Form of Tender shall be considered for comparison of bids and decision on bid.

- If amount quoted on Form of Tender is more than amount worked out on Schedule of Quantities, the rates in the Schedule of Quantities shall not be altered/adjusted.

- If amount quoted on form of Tender is less than amount worked out on Schedule of quantities, the rates on schedule of quantities shall be adjusted in the ratio to match with quoted final price on the Form of Tender.

- **Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with ***Supply and Installation and maintenance of Heavy Duty Automatic Gate Operators for the main entrance at High Commission of India, Colombo*** for the ***High Commission of India, Colombo*** which shall have following two sealed envelopes inside:

Envelope A: Should contain the documents mentioned in Section-I to Section-IV. This envelope should be super-scribed as “***Technical Bid***”.

Envelope B: Should contain the documents mentioned in Section-V and Section-VI. This envelope should be super-scribed as “***Financial Bid***”.

- The last date of submission of sealed bids is (***03:00pm***) on (***03rd October,2019***) in the office of ***Mr.Rakesh Kumar, ATTACHE (Property), High Commission of India, No:36-38, Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-2436570***).

- The date and time for submission may be deferred by an official notification in writing issued by the ***High Commission of India, Colombo*** to all Bidders. Tenders received after this date will not be considered.

- Any Bid received after date and time of submission will not be considered and will not be opened. Any such unopened Bid will be returned to respective bidder.

- **Selection process:**

- Envelope A (Technical bids) will be opened on (***03:30pm***) on (***3rd October,2019***) in the ***High Commission of India, Colombo***. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the ***High Commission of India, Colombo***.

- The technical eligibility credentials of all the bidders shall be evaluated first. Failure to submit requisite documents will render the applicant ineligible.

- A list of technically qualified bidders shall be prepared. Technically qualified bidders shall be informed and shall be invited for opening of the financial bids at prescribed date and time by the **High Commission of India, Colombo**.
- **Conditional Acceptance of the Tender** - The acceptance of the Tender shall be conditional and not finally binding upon the **High Commission of India, Colombo**. The **High Commission of India, Colombo** may withdraw the acceptance of the Tender without any notice or other formality and may enter into a new Agreement for the execution of the Works or any part of it.
- **Amendments to Tender Document** - At any time prior to the date of opening of the tender, the **High Commission of India, Colombo** may issue an addendum in the Tender Document in writing to all persons or firms to whom the Tender documents have been issued, deleting, varying or extending any item of this Tender Document. Prospective bidders shall promptly acknowledge receipt of each Addendum to the **High Commission of India, Colombo**.
- **Clarification:** Any further information or clarification which the tenderer may require in order to complete his bid, may contact **Mr. Rakesh Kumar, ATTACHE (Property), High Commission of India, No:36-38,Galle Road, Colombo-03., estt.colomob@mea.gov.in, 011-2436570**.
- All information requested by and supplied to one bidder will be supplied to all bidders.
- Unless it is in formal manner described above, any representation or explanation to the Bidder shall not be considered valid or binding on the **High Commission of India, Colombo**) as to the meaning of anything connected with the Tender Document.
- **Disqualification of Tender** - Tenderer may be disqualified for any reasons including but not limited to the following:
 - If tenderer sets forth any conditions which are unacceptable to the **High Commission of India, Colombo**.
 - If any tender is submitted under a name other than the name of the individual firm, partnership or corporation that was issued the Tender Document.
 - If there is evidence of collusion between Bidders.
 - If Tenderer sets forth any offer to conditionally discount, reduce or modify its tender.
 - If Bid price is disclosed or become known before opening of Financial Bid.
- **Compliance with Laws and Regulations and Pricing of Schedule of Quantities** -The attention of Bidders is drawn as to compliance with laws and regulations concerning safety and health, labour regulations, social insurance, labour taxes, tax deduction, import restrictions duties and levies, company's tax, input tax and output tax (VAT/NBT), etc.. All rates and sum inserted against items of works and in Form of Tender shall be exclusive of Value Added Tax.

- **Compliance with Tender Document** - Bidder shall be deemed to have read carefully all the Tender Documents, Specifications and drawings, etc and visited site. The quoted Lump-sum Fixed price are inclusive all cost and charges and complete in all respect to make the project functional as per the standard and to the entire satisfaction of the **High Commission of India, Colombo**.
- **No escalation of price** - Price escalation, in rates due to any reasons such as change in foreign currency exchange rate, increase in prices of material, equipment & labour, fuel (petrol, diesel, gas, etc.), transport, electricity & water, levy of new taxes, hike in any tax rate, Cess or due to delay in completion, etc. shall not be applicable.
- **Payments:**
 - All payments shall be released as progress payments on the basis of certificate submitted by the Contractor and satisfied by the **High Commission of India, Colombo**.
 - The detailed work schedule and the payment schedule would be furnished by the Contractor to the **High Commission of India, Colombo** who will approve it before it forms part of the agreement.
 - However, in the event of non-compliance of the payment schedule or otherwise due to the reasons acceptable to the **High Commission of India, Colombo**, the progress payment shall be made by the **High Commission of India, Colombo** on the basis of evaluation of work done.
 - All permissible deduction shall be effected during the Progress Payment, in line with the provisions of the Contract.
- **The High Commission of India, Colombo's** right to waive - The **High Commission of India, Colombo** reserves the right to waive any deficiency in any tender where such waiver is in the interest of the **High Commission of India, Colombo** except that no proposal will be accepted if the Earnest Money Deposit (EMD) or any of the preceding statutory documents was not submitted with the tender.

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Section-II

- **Introduction and Credentials of Bidder**

(To be submitted by the bidder)

Note: This shall be submitted by the bidder. This should be a brief introduction, background, company details, credentials, VAT/NBT & other registration and past performance of the bidder. They may attach any other documents such as company profile, company brochures, achievement of the company etc.

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Section-III

• **Terms and Conditions of Contract**

- Quoted price is final fixed lump-sum price inclusive of all taxes except VAT/NBT. Item/quantity indicated in the scope of work/schedule of quantity are tentative and some variation during execution may take place. Nothing extra is payable for such variation.
- Quoted price shall be exclusive of VAT/NBT. The quoted price should include lump sum charges for Labour/transportation and civil works required/ necessary, if any, for complete installation.
- Period of completion for the work is **21 days calculated from the date of commencement of works.**
- Liquidated damages shall be levied on Contractor for delay in completion if it is ascertained that contractor is responsible for delay. The rate of liquidated damages shall be calculated @ 0.5% of contract amount per day limited to maximum 10% of contract amount. This shall be computed on per day basis.
- Defects liability period shall be as per Warranty Period of the equipment and twelve months for the civil work executed from date of practical completion of work. Contractor shall be bound to remove/ rectify / replace any defects / defective work which is noticed during defects liability period at his own risk and cost.
- The tenderer shall guarantee among other things, the following:- a. Quality, strength and performance of the materials used; b. Follow up service, if required.; c. Good workmanship.

- Commencement date of work shall be counted from the 10 days of Issue of Letter of Acceptance of Letter of Award or from the date of handing over of site whichever is later.
- Payment:- Payment may be released through Running Account Bills and strictly linked with progress of work as per the following schedule:
 - Advance of 10-30% of accepted tender cost on placement of Work Order against Bank Guarantee of equivalent amount drawn in favour of High Commission of India, Colombo;
 - Running Account (RA) Bills for 10% of accepted tender cost in stages as per payment schedule;
 - 10% of accepted tender cost after completion of work in all respects;
 - 5% of accepted tender cost after handing over to the High Commission of India, Colombo for beneficial use to be released after 12 months of completion of work, subject to satisfaction of the employer about the work done. The detailed work schedule and the payment schedule would be furnished by the Contractor to the **High Commission of India, Colombo** who will approve it before it forms the part of the agreement. All permissible deductions shall be effected during the settlement of Running Account Bills.
- No escalation on rates due to delay in works shall be admissible.
- Each RA bill payment shall be made for at least 4% of physical progress.
- Specification: The item of work/material used in the work shall be complying with the standard of quality like British standard/American standard/Indian Standard or equivalent. The material used/or workmanship should be of equivalent or higher standard than the existing standard. Sound engineering practice should be adopted in all items of work execution.
- Defects Liability Period will be 12 (Twelve) months from completion of work. Contractor is bound to rectify/replace the defective item of work or workmanship which may come to notice during defects liability period or within the Defects Liability Period. In case of non-compliance of removal/rectification/ replacement of defective item of work or workmanship, the **High Commission of India, Colombo** shall be at liberty to forfeit full or part of his retention money and/or performance guarantee and/or any other money or guarantee of the Contractor available with the **High Commission of India, Colombo**.
- On completion of work, Contractor shall submit all equipment manuals, guarantee cards, specifications etc. The Final Bill of work shall be paid only on completion of work and depositing all documents as above.

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Operators for the main entrance at High Commission of India, Colombo)**

Section-IV

• **Scope of Work**

Scope of work given below is tentative. The bidder is advised to inspect the site and understand the full scope of work.

Scope of Work:

Supply, install and maintenance of heavy duty automatic gate operators for two sets of swing gates installed at the main entrance of High Commission of India, Colombo. It should be a state of the art mechanism comprising of

- i) Heavy duty hydraulic arms
- ii) Heavy duty load bearings hinges
- iii) Superior quality swing gate motor
- iv) Control module to control the gate operation
- v) All weather safety sensors

It should be able to sustain frequent weather pattern, withstand high wind pressure and be corrosion resistant. Service/ repair at short notice (24 x7) should be available after installation.

Any other works assessed to be necessary during site visit. Site visit is must

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Section-V

- **Schedule of Quantity**

(To be submitted by the bidder)

Sl. No.	Items	Quantity	Cost
1.			
2.			
3.			
4.			
5.			

Note: Please refer to Section-I of the document

- Schedule of Quantities should be enclosed by Bidders. Bidders are requested to identify and quote the rates of individual items. Items required for completion of the work may be added in the Schedule of Quantities with full nomenclature of the item.
- Bidders shall satisfy themselves of the quantities quoted in the Schedule of Quantities. These quantities shall be taken as guidance to assess the approximate quantum of work involved in the project.
- The bidder, prior to the submission of the tender, may add to items, quantities to the items in Schedule of Quantities as per the scope of the work, and site visit.
- It shall be the responsibility of the bidder to satisfy himself of the completeness of the documents for the scope of work and his own assessment of the work after site visit and as per the tentative scope of work mentioned in tender document.
- No extra cost shall be entertained and payable if any additional information or detail is provided later for carrying out the works as specified in the tender documents.

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Section-VI

- **Form of Tender**

(To be submitted by the bidder)

TO: The **High Commissioner** of India in **Sri Lanka**

We have examined tender conditions for the above-named work and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the Works and remedy any defects therein, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of: **(Amount to be indicated by the bidder in Number and words and also the currency)** exclusive of VAT/NBT.

If this offer is accepted, we will commence the Works as soon as is practicable and complete the Works in accordance with the above-named documents within the Time for Completion.

We understand that you are not bound to accept the lowest or any tender you may receive.

Signature:

Name:

in the capacity of -----

duly authorized to sign tenders for and on behalf of

Address:

Date:

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Section-VII

- **Bank Guarantee Proforma for Earnest Money Deposit.**

Bank Guarantee No.....

Brief description of contract: **Supply and Installation and maintenance of Heavy
Duty Automatic Gate Operators for the main entrance at High Commission of
India, Colombo**

Name and Address of Beneficiary: **The High Commission of India, No:36-
38,Galle Road, Colombo**

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **Supply and Installation and maintenance of Heavy Duty Automatic Gate Operators system** at Colombo for the High Commission of India, and one of the tender conditions is for the M/s (**Name of Contractor with address**) to submit a Bank Guarantee for Earnest Money Deposit amounting to 6,00,000/-. In fulfillment of the tender conditions, we, (**Name of Bank with address**) hereby irrevocably and unconditionally undertake to pay to you within three working days of receipt of your first

written demand, without any demur whatsoever and without seeking any reasons, whatsoever, up to the maximum aggregate amount of Sri Lankan rupees 60,000/-.

2. This guarantee is valid for a period of 30 (Thirty) Days and any claim and statement hereunder must be received at the above mentioned office before expiry. After expiry, this guarantee shall become null and void whether returned to us for cancellation or not and any claim or statement received after expiry shall be ineffective.

3. Notwithstanding anything to the contrary contained hereinabove, the maximum liability under this guarantee is restricted to 60,000/-

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from 03/10/2019 up to the **(date after 30 days from date of issue)** and claims under this guarantee should be submitted not later than **(date after 30 Days from date of issue)**.

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

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

Date:
Name:

Place:
Signature:

**Draft Contract/ Agreement for Renovation work at High Commission of India,
Colombo**

The Agreement is to be prepared in three parts as detailed below:

Part-I:- It shall contain all the correspondence with M/s (**name of the Contractor**) commencing from the date of receipt of tenders, Tender Document-Volume-I with front cover and index (as per enclosed Agreement Part-I of III)

Part-II:- It shall contain Tender Document, Volume-II and Tender Document, Volume-III (as per enclosed Draft Agreement Part-II of III)

Part-III:- It shall contain Tender Document Volume-IV along with Tender Drawings (as per enclosed Draft Agreement Part-II of III)

Stamp Paper of requisite amount as per requirement of local laws, may please be procured for signing of the Agreement.

The Agreement shall have two original copies and five duplicate copies. The distribution of the Agreement copies to be made as given below:

•	High Commission of India, Colombo	Original Copy (to be kept in safe custody)
•	Contractor	Original Copy (to be kept in safe custody)
•	High Commission of India, Colombo	Certified True copy (for working)
•	GEM Division	Certified True copy
•	Project Management Team	Certified True copy

It is suggested to get copies of the Agreement done immediately after signing by both the parties but before binding and sealing of the same because the Photostat copies made after binding will not be proper and convenient. Binding and Sealing of all the three parts needs to be proper.

All the True copies of the Agreement may be certified by the **High Commission of India, Colombo** before forwarding the same to all concerned. Stamp showing "Certified True Copy" may be affixed on every page of the True Copy.



High Commission of India, Colombo

Supply and Installation and maintenance of Heavy Duty Automatic Gate Operators for the main entrance at High Commission of India, Colombo

Total Parts of the Agreement: Three

Agreement Part I of II

Contract/ Agreement between
The President of the Republic of India
(represented through High Commissioner of India in
Colombo, Sri Lanka

And

**Name of Contractor (along with Full Address)
INDEX**

Agreement Part- I of III

S. No.	Document	Page No.
•1.	Agreement on Stamp Paper (as per local law)	
•2.	Letter of Commencement issued vide No.____dated ____ (To be filled by Mission)	
•3.	The Letter of Acceptance issued vide No.____dated (To be filled by Mission)	
•4.	Tender Document (Vol.-I):The Conditions of Contract	
•5.	Copy of Bank Guarantee for Performance Security/Deposit for ____ (Amount) (To be filled by Mission)	
•6.	Handing Over of Site by the Employer to the contractor vide No. dated____ (To be filled by Mission)	
•7.	Detailed Work Schedule and Payment Schedule as per the conditions of contract	

Stamp Paper

(of values as per Local Bye Laws) **(To be filled by the Mission)**

CONTRACT

This agreement is made the _____ day of _____ 2019 between
The President of the Republic of India acting through High Commissioner of India, in
Colombo, Sri Lanka (Hereinafter referred to as the " High Commissioner" which
expression shall unless repugnant to the context, include its successors in office and
assigns) of the First Part.

And

M/s **(Name & Address of Contractor)** signed by _____ **(Name to
be filled up by Mission)** under the seal of _____ **(Company name to be filled
up by the Mission)**

FOR

***Supply and Installation and maintenance of Heavy Duty Automatic Gate
Operators system in High Commission of India, Colombo***

The High Commission of India, Colombo & the Contractor agree as follows:

- In this contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement:-

•	The Letter of Acceptance issued vide No._____ dated ____ (To be filled by Mission)
•	The Letter of Tender issued vide No._____ dated ____ (To be filled by Mission)
•	Tender Document I-S III Terms and conditions of Contract (Section III)
•	Tender Document I-S-IV - Scope of work (Section IV)
•	Tender Document : Document II -Schedule of Quantity/Items(BOQ) for variations
•	Tender Document : Document III-Financial bid letter (lump sum fixed price quoted on this form)
•	Tender Document : Document IV-Standard formats for Earnest Money Deposit/Bid Security/Guarantee, etc.
•	Copy of Bank Guarantee for Performance Security for USD ----- (To be

	filled by Mission)
•	The letter of Handing Over of Site issued by the Embassy of India vide No----- -dated to the contractor vide No. (To be filled by Mission)
•	Mobilisation Advance.
•	Detailed Work Schedule as per the conditions of contract
•	Bid Security Declaration/Retention Money/

3. The accepted Contract Value is **(Amount in Local currency)** (Amount in words.....) **(To be filled by Mission)**

4. In consideration of the payments made by the **High Commission of India, Colombo** to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the **High Commission of India, Colombo** to execute and complete the work and remedy any defects therein in conformity in all respects with the provisions of the Contract.

5. The **High Commission of India, Colombo** hereby covenants to pay the Contractor in consideration of the execution and completion of the work and remedying of defects therein the Contract Price or such other sum as may become payable under provisions of the Contract at the times and in the manner prescribed by the Contract.

6. Demolition Waste - The Contractor/Company acknowledges that demolition waste is property of the **High Commission of India, Colombo**. The Contractor will remove all Demolition Waste as desired by the **High Commission of India, Colombo**, and dispose off in keeping with local regulations.

7. Provision for Inclement Weather - Time lost due to inclement weather shall be added to the Time of Completion. The Contractor will record time and weather and submit for approval to the **High Commission of India, Colombo**.

"Inclement Weather" means the existence of rain or abnormal climatic conditions (whether these be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working".

8. Site Access: The Embassy shall provide to the Contractor suitable access to the site of property during the period from ___ to ___ **(To be filled by Mission)** between 7.00 AM to 6.00 PM. If for any reason, the **High Commission of India, Colombo** unilaterally decides not to provide suitable access to the Contractor/Company and its workers during these times, the Embassy unconditionally agrees to compensate the Contractor/Company with as many full days to be credited against liquidated Damages for every day lost thereby.

9. Security- The **High Commission of India, Colombo** agrees the Security Risk for the property shall be with the Owner who is solely responsible for security of the site unless otherwise agreed in writing.

10. Insurance - The Contractor has full responsibility for safety and security of the workers etc. i.e., Public Risk, Workers Compensation and Contractors All Risk Insurance. The Embassy would not be responsible in any way for this.

11. Terms of Payments:-

•(To be filled by the Mission as indicated in the the final Contract)

12. Retention Money/Security Deposit - 10% of accepted contract value to be deducted from running bills, 50% of this retention money shall be released after **180 days** of completion of work. The entire balance retention money shall be released at the end of defect liability period after satisfactory performance of work/workmanship of the work during defects liability period.

13. Liquidated Damages @ 0.5% of accepted contract value per week basis subject to maximum of 10% of contract value to be levied for any delays in the execution of work, attributable to the Contractor.

14. Commencement of works shall be effected within Fifteen(15) days from the date of issue of acceptance letter by Contractor or handing over the site by Embassy of India, whichever is later.

15. **Performance Security Deposit** – Performance Guarantee @5% of contract amount in the form of Bank Guarantee shall be deposited within 15 days of issue of Letter of intent. Letter of award of work shall be issued on receipt of Performance Guarantee. The Performance Guarantee shall be released after sixty (60) days on record of satisfactory practical completion of work.

16. Defect liability period will be 365 days from the date of completion of work. The Contractor shall be responsible to make good and remedy at his own expense within defect liability period in all respect.

17. Completion Period – The renovation work has to be completed within ____**(To be filled by Mission)** days of award of work.

18. Contractor is liable for damages in work area:

i) The Contractor shall protect from injury/damages from any cause whatsoever all work and supply of any other requisite protection for the whole work executed by him or special damage caused must be made good by the Contractor at his own expenses.

ii) Should the work be suspended by reason of rain, strike, lockouts or any other disturbing cause, the Contractor shall take all precautions necessary for the protection of the work at his own expenses, and shall make good any damage arising from any of the cause.

19. Insurance in respect of damages to persons and property:

i) The Contractor shall be responsible for all injury to persons, animals or thing and damage to structural and decorative works and damage to neighbouring properties, which may arise from the operation or neglect of himself or of any nominated Landscape Contractors or their employees, whether such injury or damage arise from carelessness, accident or any other cause which is in any way connected with the carrying out of this contract. This clause shall be held to include, inter alia, any damage to buildings and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expense arising from any such injury or damage to persons or property as aforesaid, and also in respect of any claim made in respect of injury or damage under any Act of Govt. Or otherwise, and also in respect of any award or compensation or damages subsequent upon such claim.

ii) The Contractor shall reinstate all damage to property or every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect, and so as to make good or otherwise satisfy all the claims for damage to the property of third parties.

iii) The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party, in respect of anything which may arise in connection with the works or in consequence thereof.

20. Employer Safety Policy: i) Throughout execution of the work, Contractors shall conform to all lawful requirements, which in any case affect or are applicable to the work and shall observe and comply with applicable safety and health rules and regulations.

ii) The safety of the workers employed by the Contractor will be the exclusive responsibility of the Contractor and the Contractor will ensure compliance with all Site Safety regulations in force on the site.

iii) The Contractor will be responsible for the insurance as per the laws of Govt. Of _____, of his workers and employees employed or otherwise present on the site and the Contractor indemnifies the Employer against any claims or suits arising out of any adverse event occurring in the execution of this Contract.

21. Arbitration – In the event of any dispute or difference arising at any time between the parties relating to the construction, meaning or effect of this tender or any other cause or any content of the rights and liabilities of the parties or other matters specified herein or with reference to anything arising out of or incidental to this tender or otherwise in relation to the terms; whether during the continuance of this tender or thereafter, such disputes or differences shall be endeavoured to be solved by mutual negotiations.

It, however, such negotiations are infructuous, Arbitration shall be carried out as per provisions of UNCITRAL. The venue of arbitration shall be New Delhi.

Any reference to arbitration shall be not relieve either party from the due performance of its obligations under this tender.

22. Force Majeure and EOT clause

In the event of force majeure ie.unforeseeable events such as war, floods, earthquake etc. Beyond the reasonable control of the Parties to the contract which prevent either party from meeting their obligations under the contract he contractual obligations as far as affected by such event shall be suspended for as long as force majeure continues provided that the other party is notified within two weeks after occurrence of the force majeure. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. In the event of force majeure either party shall be entitled to prolongation of this Contract equal to the delay caused by such force majeure.

Signed by:-	Signed by:-
For and on behalf of the Embassy of India in the presence of	For and on behalf of the Contractor in the presence of
Witness-1 Name _____ Address _____ Date _____	Witness-1 Name _____ Address _____ Date _____
Witness-2 Name _____ Address _____ Date _____	Witness-2 Name _____ Address _____ Date _____