

**No. Col/Prop/885/03/2024
High Commission of India
Colombo**

**NOTICE INVITING TENDER
for
selecting contractor for
REPLACEMENT OF THREE AIR HANDLING UNITS**

The President of India acting through the **High Commissioner of India in Colombo, Sri Lanka** invites technical and financial bids from appropriately qualified and adequately experienced Contractors for **REPLACEMENT OF THREE AIR HANDLING UNITS** of the centralized Air Conditioning system installed at High Commission of India, 36-38, Galle Road, Colombo-03.

2. Tender schedule :

01	Date of Publication of Tender	17.04.2025
02	Pre-Bid Meeting and Site Visit	28.04.2025
03	Last date for submission of bids	09.05.2025 - 1400 hrs
04	Date of opening of Technical Bids	09.05.2025 - 1500 hrs
05	Date of opening of Financial bids	To be decided later

3. Earnest Money Deposit : The bidder shall submit a Bank Guarantee (as per attached format) amounting to SLR 4,50,000/- (Sri Lankan Rupees Four Lakh Fifty Thousand only). The EMD should be valid for 45 days beyond the final bid validity period (i.e., last date of bid submission + six months + forty-five days). If a proposal is withdrawn after due date and time, the earnest money deposited by the applicant will be forfeited. Bids submitted without earnest money shall be summarily rejected. EMD in respect of all unsuccessful applicants shall be returned without any interest, after the successful signing of agreement. In case of the selected bidder, the EMD shall be returned on submission of performance guarantee by them.

4. Eligibility Criteria:

4.1 Registration : 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.

4.2 Similar work: The Tenderer must have satisfactorily completed (i) one similar work of value of Sri Lankan Rupees 1,17,96,000/- or (ii) two similar works of value of Sri Lankan Rupees 88,47,000/- or (iii) three similar works of value of Sri Lankan Rupees 58,98,000/-. Both letter of award of work and completion certificates mentioning the contract amount be provided for fulfilling the criteria of Similar Work.

4.3 Bank Solvency: Certificate of Solvency for Sri Lankan Rupees 58,98,000/- certified by bank. The certificate should not be older than six months.

4.4 Annual Turnover: The average annual turnover of the tenderer should be equal to or more than Sri Lankan Rupees 73,72,500/- per year during the immediate last three consecutive financial years.

4.5 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.

5. Bid validity: The Tender shall remain valid for a period of One Hundred and Eighty (**180**) days from the date of opening of bids.

6. Scope of Work :

- Supply and installation of three Air Handling Units of cooling capacity of 24 TR
- Cooling coil of the AHUs should be Blygold coated to prevent corrosion
- Supply and installation of valves : butterfly valves, double regulating valves, flexible connections, 3-way modulating type motorised valve, thermometers, thermostat with sensor.
- Supply and installation of control panel : variable speed drives with manual controller and electrical cabling
- Supply and installation of final duct connection out of Galvanised Iron sheets with nitrile insulation.
- Supply and installation of final pipe connections out of Black Iron pipes with nitrile insulation
- Dismantling and removal of existing old AHU
- Plinth modifications, if required for new AHU
- Testing, Commissioning and Handing over
- **Any other works including civil works assessed to be necessary during site visit / pre-bid meeting**

7. Defects Liability Period (Warranty) will be 12 (Twelve) months from completion of work. DLP for items with warranty/guarantee period specified will be governed by respective warranty/guarantee period of the items. 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 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.

8. Performance Security: This will be equal to 5% of Accepted Tender Amount. This should be in the form of an unconditional and irrevocable Bank Guarantee and should be valid up to 60 days beyond the stipulated date of completion. In case of time extension, the validity of Performance security BG should be extended up to 60 days beyond the extended date of completion. Performance Security shall be submitted by the successful bidder within 15 days after notification of award.

9. Commencement: Commencement of the works shall be effected within Fifteen (15) days from the date of issue of Acceptance letter or Letter of Intent or handing over the site, whichever is later. Such 15 days period being defined as the mobilization period.

10. Completion: The Period of Completion for the whole of the works is **120 days** calculated from the date of commencement of works.

11. Payment :

(i) 30% payment shall be made on delivery of all stores

(ii) Balance 70% payment shall be made on completion of installation and commissioning

The payments shall be released upon submission of certificate by the Contractor and satisfied by the High Commission of India, Colombo. Deduction of retention money shall be made from each payment.

12. Retention Money: Retention Money will be limited to 5% of the accepted tender amount and 5% of each Running bill will be deducted towards retention money. Retention money shall be released after completion of DLP against equivalent amount of Bank Guarantee (BG) to be submitted by contractor. BG should be valid for completion period plus defects liability period. In case of time extension of project, the BG should be revalidated up to extended time plus Defects Liability Period.

13. 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% per week limited to maximum of 10% of the Tendered Cost or actual cost of the project. It will be calculated per day of delay.

14. 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 Colombo.

15. Rejection / Cancellation of tender : The High Commission of India, Colombo reserves the right to accept or reject any or all Proposal(s) or to annul the bidding process, at any stage, thereby rejecting all proposals, without assigning any reasons.

Instructions to bidders

1. **Pre-bid meeting / Site visit:** Physical visit to the site and participation in pre-bid meeting is advisable to acquaint 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. Interested bidders may give prior intimation at email : estt.colombo@mea.gov.in to attend the pre-bid meeting / site visit as per the tender schedule.

2. 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 the 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 document.

3. **Submission of bids:** Bidders shall submit their bid in a large sealed envelope super-scribed with **“TENDER FOR SELECTING CONTRACTOR FOR REPLACEMENT OF THREE AIR HANDLING UNITS”** which shall have following three sealed envelopes inside:

- Envelope A:** Should contain the EMD in prescribed format. This envelope is to be super-scribed as **“EMD”**.
- Envelope B:** Should contain the necessary documents to fulfill the eligibility criteria. This envelope should be super-scribed as **“Technical Bid”**.
- Envelope C:** Should contain the detailed cost break-up and final amount. This envelope should be super-scribed as **“Financial Bid”**. The bidder shall include the credit of salvage value of the scrap / demolition waste of old AHUs in the financial bid.

4. All pages of the submitted documents must be signed by authorized signatory.

5. The last date of submission of sealed bids is mentioned in the tender schedule. 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.

6. **Selection process:** First of all, Envelope A containing EMD shall be opened. Technical bids of only those bidders shall be opened who have submitted a valid EMD of requisite amount. Envelope B (Technical bids) will be opened as per tender schedule. Applicants may send their representative to be present during opening of bids after obtaining prior permission from the High Commission of India, Colombo. Envelope B (Technical Bids) will be opened for only those bidders who have submitted EMD before last date and time of submission of bids. 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. Submission of false information/document shall render the bidder ineligible.

**TENDER FOR SELECTING CONTRACTOR FOR
REPLACEMENT OF THREE AIR HANDLING UNITS**

(To be submitted by the bidder as a covering letter with financial bid)

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:

**TENDER FOR SELECTING CONTRACTOR FOR
REPLACEMENT OF THREE AIR HANDLING UNITS**

Bank Guarantee Proforma for Earnest Money Deposit

Bank Guarantee No.....

Brief description of contract: **TENDER FOR SELECTING CONTRACTOR FOR REPLACEMENT OF THREE AIR HANDLING UNITS at High Commission of India, 36-38, Galle Road, Colombo-03**

Name and Address of Beneficiary: The High Commission of India, Colombo; Date

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **REPLACEMENT OF THREE AIR HANDLING UNITS at High Commission of India, 36-38, Galle Road, Colombo-03**, 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 **SLR 450,000/-** (Sri Lankan Rupees Four Lakh Fifty Thousand only). 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 **SLR 450,000/-** (Sri Lankan Rupees Four Lakh Fifty Thousand only).

2. This guarantee is valid for a period of **225 (Two hundred and twenty five) 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 herein above, the maximum liability under this guarantee is restricted to **SLR 450,000/-** (Sri Lankan Rupees Four Lakh Fifty Thousand only).

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from date of issue up to the (*mention date 225 days after last date of bid submission*) and claims under this guarantee should be submitted not later than (*mention date of 225 days after last date of bid submission*).

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 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:

TENDER FOR REPLACEMENT OF THREE AIR HANDLING UNITS
at High Commission of India, 36-38, Galle Road, Colombo-03

Bank Guarantee Proforma for Performance Security

Bank Guarantee No.....

Brief description of contract: **TENDER FOR SELECTING CONTRACTOR FOR REPLACEMENT OF THREE AIR HANDLING UNITS at High Commission of India, 36-38, Galle Road, Colombo-03**

Name and Address of Beneficiary: The High Commission of India, Colombo

Date:

Whereas M/s (**Name of Contractor with address**) have submitted their tender for **REPLACEMENT OF THREE AIR HANDLING UNITS at High Commission of India, 36-38, Galle Road, Colombo-03** 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 Performance Security amounting to SLR _____ (Sri Lankan Rupees _____ only) 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 to SLR _____ (Sri Lankan Rupees _____ only)

2. This guarantee is valid for a period of **180 (One hundred and eighty) 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 SLR _____ (Sri Lankan Rupees _____ only)

4. Notwithstanding anything to the contrary contained hereinabove, this guarantee is valid from date of issue up to the (*mention date after 180 days from date of commencement of work*) and claims under this guarantee should be submitted not later than (*mention date after 180 Days from date of commencement of work*).

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 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: