

**High Commission of India
Brunei Darussalam**

<https://www.hcindiabrunei.gov.in/tenders/>

Tender Document

Date : 19 November 2024

**Tender for 'Supply and Installation of Eight (08) Monitoring Electric Meter on
turn-key basis in
RG and Non-RG Residence Complex of High Commission of India Brunei
Darussalam, Lot No. 62514, Simpang 336, Jalan Duta, Bandar
Seri Begawan, Brunei Darussalam**

Tender No. - BSB/Admn/815/1/2023

Last date for submission of bids : 19 November 2024

Period of completion: 2 Months from award of the work

No. BSB/Admn/815/1/2023
High Commission of India
Brunei Darussalam

NOTICE INVITING TENDER

The High Commission of India Brunei Darussalam, for and on behalf of the President of India invites Lumpsum Fixed Price Tender under two bid system {(i) Technical Bid & (ii) Financial Bid} from registered and authorized firms for Supply and Installation of Eight (08) Monitoring Electric Meter on turn-key basis in

RG and non-RG Residence Complex of High Commission of India, Brunei Darussalam, Lot No. 62514, Simpang 336, Jalan Duta, Bandar Seri Begawan, Brunei Darussalam.

2. The Tender Documents can be downloaded from the website <https://www.hcindia-brunei.gov.in/tenders/>. The last date of submission of sealed bids through post/courier or delivery by hand at reception of the High Commission of India, Brunei Darussalam is 1700 hrs on 09.12.2024. It is to be addressed to Head of Chancery High Commission of India, Baitussyifaa, Simpang 40-22, Jalan Sungai Akar, Bandar Seri Begawan, Brunei Darussalam BC 3915 and submitted in three sealed envelopes (Envelope 'A': Bid Security Declaration (BSD) as per Annexure I, Envelope 'B': Tender Documents (Technical Bid) as per Annexure II, Envelope 'C': Financial Bid) as per Annexure III. All these three envelopes are to be put in another sealed envelope superscribed with "Supply and Installation of Eight (08) Monitoring Electric Meter on turn-key basis". Bids submitted through e-mail shall not be considered.

3. Only for information or clarification related to this tender, please write to hoc.brunei@mea.gov.in.

4. The critical dates of this tender are as under:

i.	Date of publishing tender	19.11.2024
ii.	Bid Submission start date	19.11.2024
iii.	Bid Submission End Date	09.12.2024
iv.	Date of opening of Technical Bid	12.12.2024
v.	Venue for opening bids	High Commission of India, Brunei Darussalam

Sd/-
(SDK Menon)
Head of Chancery

**No. BSB/Admn/815/1/2023
High Commission of India
Brunei Darussalam**

Tender Documents

- Section 1 : Instructions to Bidders**
- Section 2 : Scope of Work (Diagram attached)**
- Section 3 : Proforma for Bid Securing Declaration (Annexure I)**
- Section 4 : Proforma for submission of Technical Bid (Annexure II)**
- Section 5 : Proforma for submission of Financial Bid (Annexure III)**
- Section 6 : Bidders are requested to give break up of quote as per Bill of Quantities (BoQ) (Annexure IV)**

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Section-1 : INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/Tender Document Purposes, the High Commission of India, Brunei Darussalam shall be referred to as 'Client'. The parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, High Commission of India, Brunei Darussalam.
- 1.2 The bidding company may be a Limited / Private Limited/ Company registered under the relevant Acts. Bidding in the form of JV Consortium is not permitted.
- 1.3 All Bidders are hereby explicitly informed that bids not meeting the minimum eligibility criteria or any other requirements stipulated in the Tender Documents are liable to be rejected. The competent authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the High Commission of India, Brunei Darussalam shall be final and binding.
- 1.4 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.
- 1.5 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. Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 1.6 The Lump sum Tender Price/amount and rates for Bill of Quantities (BoQ) must be quoted both in figures and words and the currency may be either in Brunei Dollars (B\$) or equivalent amount in any other currency. In case of any discrepancy between figures or words, the amount or rates quoted in words shall be taken to be correct for this tender.

2. MINIMUM ELIGIBILITY CRITERIA: The following shall be the minimum eligibility criteria for selection of bidders at Technical Bid stage of the bidding process: -

- (a) The Bidder/Bidding Firm shall necessarily be a legally valid entity with a certificate of incorporation mentioning nature of business (Attach proof with the Technical bid).
- (b) The firm must have valid registration in Brunei Darussalam (Attach proof with the Technical bid)
- (c) The firm must have experience of at least 3 years. In this regard, documents in support of being in operation for the past 3 years, experience for the assignment, references from the previous clients, etc. should be submitted with the Technical bid.
- (d) The firm should submit a detailed company profile.
- (e) **Annual Turnover:** The bidder should have had average annual financial turnover of B\$ 11000/- or more in the immediate last three consecutive financial years.

3. VALIDITY OF BIDS: Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

4. PREPARATION OF BIDS

4.1 The Bidding Firms have to submit the Tenders in two bid system {i.e (i) Technical Bid—as per Annexure II, and (ii) Financial Bid—as per Annexure III} in the prescribed proforma.

4.2 **Bid Securing Declaration (BSD):** Bid Securing Declaration as per Annexure I is to be submitted.

5. SUBMISSION OF BIDS: Tenders are to be submitted in sealed envelopes to Head of Chancery, High Commission of India, Brunei Darussalam by 1700 hours on 09.12.2024. 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 three sealed envelopes with headings as described below:

(i) **ENVELOPE 'A'** - Bid Security Declaration (BSD) - Annexure I

(ii) **ENVELOPE 'B'** - Technical Bid (including all the necessary documents in support of eligibility criteria etc.)- Annexure II

(iii) **ENVELOPE 'C'** - Financial Bid - Annexure III

The above three envelopes should be put in another sealed envelope with following remarks written on top "Supply and Installation of Eight (08) Monitoring Electric Meter on turn-key basis.

6 BID OPENING PROCEDURE

6.1 The Technical Bids shall be opened in High Commission of India, Brunei Darussalam before the Tender Evaluation Committee constituted by the Competent Authority of the High Commission of India in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

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

6.3 Envelope "A" containing BSD shall be opened first. Technical Bids (Envelope "B") shall be opened thereafter. Technical bids of only those bidders shall be opened who have submitted BSD. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the High Commission of India. The Financial Bid (Envelope C") of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose.

6.4 Bids shall be declared as valid or invalid by the Tender Evaluation Committee. Based on the outcome, contract will be awarded to the successful bidder/firm.

7 PERFORMANCE SECURITY DEPOSIT (PSD):

7.1 The successful bidder has to deposit Performance Security Deposit (PSD) which will be a sum **equivalent to 5% of the accepted contract value** in favour of 'High Commission of India, Brunei Darussalam, payable at Brunei Darussalam in form of Bankers Draft, within fifteen (15) days of the acceptance of the contract. Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations. In the event of failure to

make payment, it shall be construed as a breach of the contract and the High Commission of India, Brunei Darussalam shall be free to make other arrangements at the risk, cost and expense of the firm.

- 7.2 The Performance Security will be forfeited by order of the Competent Authority in High Commission of India, Brunei Darussalam 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.
- 7.3 **Upon satisfactory completion of the contract in all respects, the Performance Security will be returned to the firm.** No interest shall be paid on Performance Security Deposit.

8 **COMMENCEMENT & COMPLETION OF THE WORK**

- 8.1 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.
- 8.2 Completion: The Period of Completion for the whole of the works two (02) months calculated from the date of commencement of works. If the work is not completed within stipulated time a liquidated damages will be levied. The amount of liquidated damages payable by the firm to High Commission of India will be calculated at 1% of accepted contract amount per week to be computed on per day basis limited to 10% of tender amount.

- 9 **PAYMENTS:** Payment shall be released upon successful completion, testing and after satisfaction of High Commission of India. Payment will be made in BND through bank transfer. 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.

10 **OTHER TERMS & CONDITIONS:**

- 10.1 Bidders shall be deemed to have read carefully all the Tender Document specifications, etc and visited the site.
- 10.2 Bidders are requested to quote a lump sum fixed price (exclusive of taxes, if any) for all the costs and charges. Bidders are requested to give break up of quote as per Bill of Quantities (BoQ) given at Annexure IV. Lump sum fixed price shall be considered for deciding the L1 bidder. BoQ will be considered only for working out the cost in case of any variation in quantities/additional quantities.
- 10.3 Any time before the deadline for submission of bids, High Commission of India, Brunei Darussalam reserves the right to modify this tender document.
- 10.4 Price escalation in rates due to any reason shall not be applicable.
- 10.5 In case of any ambiguity/dispute in the interpretation of any of the clauses in this document, interpretation of the High Commission of India, Brunei Darussalam shall be final and binding on all parties.
- 10.6 The successful bidder, on award of contract, must send the contract/acceptance in writing, within 15 days of award of contract; else the contract shall be awarded to the next successful bidder.
- 10.7 In case the firm is adjudged bankrupt or insolvent or liquidated or a receiver is appointed on account of insolvency, the contract shall be terminated immediately upon receipt of such information.

- 10.8 **Indemnification Clause:** The Firm shall be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's premises. The Firm would indemnify High Commission of India 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. High Commission of India would not be liable to pay any damages or compensation to such workers or to any third party which is due to the actions of the employees of the Firm while working on High Commission's premises. The firm will have to ensure compliance of all mandatory labour laws/regulations laid down by the Brunei Darussalam government.
- 10.9 **Force Majeure:** If the performance of this contract or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.
- 10.10 **Arbitration:** If any dispute, difference or question at any time arises between the High Commission of India, Brunei Darussalam and the Firm in respect of the contract signed which cannot be settled mutually or in case of termination, it 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 High Commission of India, Brunei Darussalam.
- 10.11 **Code of Integrity:** All the bidders shall have to observe the highest standard of ethics and should not indulge in any of the prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts. No official of a procuring entity or a bidder shall act in contravention of the codes which includes making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process. The bidders shall have to avoid the following prohibited practices such as (i) Corrupt practice, (ii) Fraudulent practice, (iii) Anti-competitive practice, (iv) Coercive practice, (v) Conflict of Interest, and (vi) Obstructive practice.
- 10.12 **Conflict of Interest:** The bidders shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified based on any such activities like participation by a bidding Firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked or if they are part of more than one bid in the procurement or if the bidding Firm or their personnel have relationships of financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract or

improper use of information obtained by the bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.

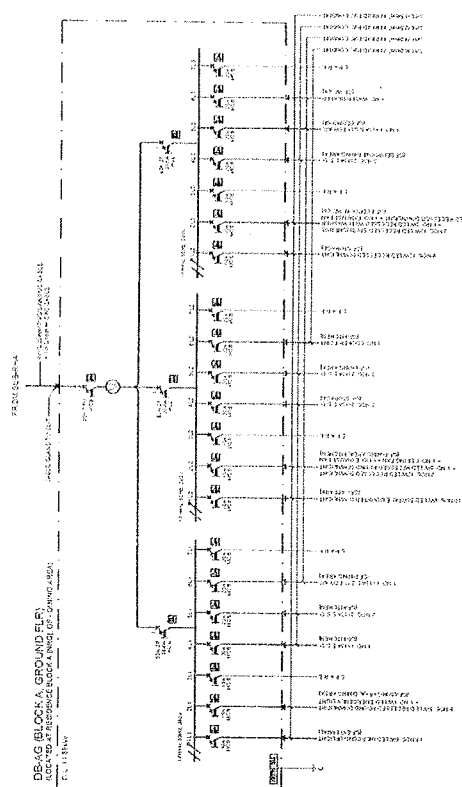
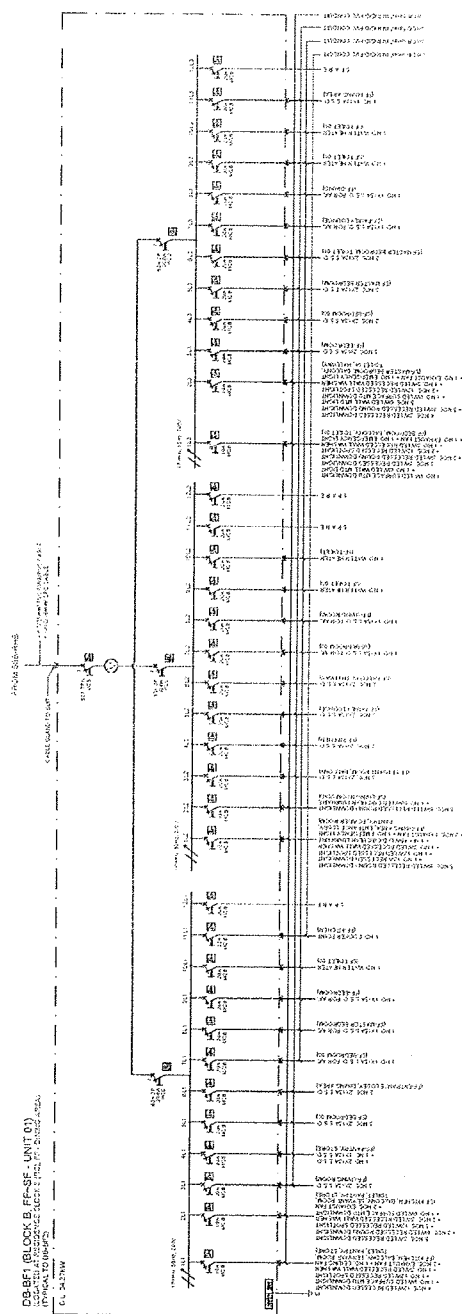
- 10.13 The Firm would be responsible for its workers in terms of their antecedents, conduct, behaviour, performance, payment of wages to its workers, social security (As per local Brunei Darussalam government laws), insurance, medical facilities, etc. The winning bidder would be required to dedicate one manager who can be contacted for all the queries/requirement in connection with the work awarded.

Sd/-
(SDK Menon)
Head of Chancery

No. BSB/Admn/815/1/2023
High Commission of India
Brunei Darussalam

Section-2: Scope of Work

1. Supply and Installation of Eight (08) Monitoring Electric Meter on turn-key basis in RG and Non-RG Residence Complex, Lot No. 62514, Simpang 336, Jalan Duta, Bandar Seri Begawan, Brunei Darussalam as per Bill of Quantities (BoQ) given at Annexure IV.
2. Source and procure high-quality monitoring electric meter, elegant, durable {(meet the criteria of lifespan mentioned in the Bill of Quantities (BoQ))} and functional to monitor /measure power consumption in each individual residential unit..
3. Submit a comprehensive bid detailing costs for Monitoring Electric Meter procurement, transportation, installation, and any additional services. Ensure transparency in cost breakdowns.
4. Provide a detailed project schedule outlining key milestones such as procurement, delivery, installation, and completion. Ensure timely delivery and handling of monitoring electric meter items to minimize disruption to mission operations.
5. Conduct thorough inspections of delivered monitoring electric meter for quality assurance before installation. Address any defects or discrepancies promptly and provide replacements if necessary. Obtain client approval at various stages of the project to ensure satisfaction with the delivered monitoring electric meter.
6. Deploy skilled personnel for the assembly and installation of monitoring electric meter. Ensure all monitoring electric meter is installed securely and in accordance with manufacturer specifications and safety standards.
7. Offer a warranty period and post-installation support for monitoring electric meter-related issues.
8. Dispose of any hazardous materials or waste in accordance with local laws and regulations and clean the area upon completion of work.



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Section 3 : Proforma for submitting Bid Securing Declaration (BSD)

***[Below message for BSD to be typed on Company's Letter Head
(having full contact address, e-mail id and phone number) (To be
given in a separate sealed envelope 'A')]***

Bid Securing Declaration (BSD)

To
The High Commission of India, Brunei Darussalam
Sir,

I/We accept that if I/we withdraw or modify Bids during the period of validity or if I/we are awarded the contract and I/we fail to sign the contract, or to submit a performance security before the deadline defined in the request for Bid Documents, I/we shall be debarred for a period of two years from the date of award of work from submitting Bids for contracts with the Government of India/High Commission of India.

Date:

Signature of the authorized signatory
of the Tenderer with seal of the firm

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Brunei Darussalam**

Section 4 : Proforma for submission of Technical Bid

***[Below information to be typed on Company's Letter Head
(having full contact address, e-mail id and phone number)
(To be given in a separate sealed envelope 'B')]***

Technical Bid

Sr. No.	CRITERIA	RESPONSE
1	Name of the firm with full contact details	
2	Detailed company profile	
3	Certificate of incorporation	
4	Valid Tax Registration copy, if any	
5	Company having operational experience for more than 3 years	
6	Annual turnover of the company for the last financial year	

Date:

Signature of the authorized signatory
the Tenderer with seal of the firm

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Brunei Darussalam**

Section 4 : Proforma for submission of Financial Bid

***[Below information to be typed on Company's Letter Head
(having full contact address, e-mail id and phone number)
(To be given in a separate sealed envelope 'C')]***

To
The High Commission of India,
Brunei Darussalam.

Sir,

We have examined Tender conditions for the Supply and Installation of eight (08) Monitoring Electric Meter on turn-key basis and have inspected the site and general conditions under which the Works are to be carried out. We offer to execute and complete the work, in conformity with this Tender, which includes all these documents for the Lump Sum Fixed Price of B\$_____ (Brunei Dollars _____) exclusive of Taxes, if any. (The above amount may be either in Brunei Dollar or equivalent amount in any other currency.)

2. If this offer is accepted, we will commence the work as soon as is practicable and complete the work within two (2) months in accordance with the Tender document. We understand that you are not bound to accept the lowest or any tender you may receive. Breakup of the our quote as per Bill of Quantities (BoQ) is attached.

NOTE:

- 1) Above quoted prices are complete in all respects as per technical specifications but exclusive of taxes, if any.
- 2) Certified that the rates quoted for the above items are as per scope of work, specifications, terms & conditions mentioned in the tender document.

Date:

Signature of the authorised signatory
of the Tenderer with seal of the firm

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Brunei Darussalam**

Section 6 : Bill of Quantities (BoQ)

**[Below information to be typed on Company's Letter Head
(having full contact address, e-mail id and phone number)
to be submitted with the Financial Bid at Annexure III] in a separate
sealed envelope 'C']**

Important notes:

1. Source and procure high-quality Monitoring Electric Meter that meets diplomatic standards for elegance, durability, and functionality. The aim is to measure/monitor the power consumption properly maintain fair billing with transparency in each flats.
2. Sizing, description and specification of monitoring electric meter are intended to be used as a guideline. The bidder can propose either equivalent or better-quality products.
3. Monitoring Electric Meter should be of very good and standard quality and meet the criteria of lifespan mentioned in the Bill of Quantities (BoQ).

Supply and Installation of Eight (08) Monitoring Electric Meter on turn-key basis in RG and Non-RG Residence Complex of High Commission of India, Brunei Darussalam, Lot No. 62514, Simpang 336, Jalan Duta, Bandar Seri Begawan, Brunei Darussalam

No.	Items	Description	No.of powe r mete r	No.of Units	Tota lQty	Life Span (Years)	Unit Price (B\$)	Total Cost (B\$)
	RG Building							
1.	Monitoring Electric Meter	Supply, installation, testing and commissioning of following as per specifications and drawings including all the necessary termination and installation accessories. All single line drawings should be as per DES standards as attached. All modification works required for switchboards for the electric watt power meter installation and all	1	2	2	6		

		necessary accessories.						
	Non-RG Building							
2.	Monitoring Electric Meter	Supply, installation, testing and commissioning of following as per specifications and drawings including all the necessary termination and installation accessories. All single line drawings should be as per DES standards as attached. All modification works required for switchboards for the electric watt power meter installation and all necessary accessories	1	6	6	6		
	TOTAL COST							

Grand Total B\$ _____ (Brunei Dollars _____ only)

Date:

Signature of the authorized signatory
of the Tenderer with seal of the firm