



REQUEST FOR PROPOSAL(RFP)

Supply Chain Management

RFP TITLE:	icddr,b is exploring potential Service Provider for Servicing and Maintenance of Carrier brand Chiller of HVAC System including supply and fixing Spare parts, Gas, and Related work at icddr,b, Mohakhali, Dhaka.
RFP NUMBER:	icddr,b/SCM/LTM/2020/28/NS-20-1917 Dated: Sep 09, 2020
CLOSING:	At 2:45 pm on September 17, 2020 (Late Tenders Submission Will Not Be Accepted)

LODGMET OF RFP:

By Hand or By Post:

Director, Supply Chain & Facilities Management ,icddr,b
Chiller Building Ground Floor
68 Shaheed Tajuddin Ahmed Sarani,
Mohakhali, Dhaka 1212

Letter of Invitation

Request for Tender # icddr,b/SCM/LTM/2020/28/NS-20-1917 Dated: Sep 09, 2020

Dear Sir or Madam,

icddr,b is exploring potential Service Provider for Servicing and Maintenance of Carrier brand Chiller of HVAC System including supply and fixing Spare parts, Gas, and Related work at icddr,b, Mohakhali, Dhaka. Details of the work are described in bill of quantities, specifications/drawings as provided with bid documents.

Bid document will be available in the icddr,b website (<http://www.icddrb.org/work-with-us/tender-notices>).

icddr,b is not bound to accept the lowest tender response and reserves the right to accept or reject any or all of the tenders without assigning any reason whatsoever.

Deadline for application submission:

At 2:45 pm on September 17, 2020

Proposal addressed to:

Director, SC&FM
Icddr,b
68 Shaheed Tajuddin Ahmed Sharani
Mohakhali, Dhaka 1212

Bid Submission Location:

Hardcopy submitted icddr,b; IPH Building, Ground Floor, Central Store area, Mohakhali; Dhaka 1212.

Submission Method:

Hardcopy document with one stage two envelop system. Technical and financial proposal must be separate. Mixing of technical-financial proposal would lead to non-qualification.

This tender does not obligate icddr,b to execute a contract nor does it commit icddr,b to pay any costs incurred in the preparation and submission of the proposals. Furthermore, icddr,b reserves the right to reject any and all offers, if such action is considered to be in the best interest of icddr,b.

Sincerely,



Sr. Manager, Procurement
Supply Chain Management, icddr,b



ICDDR,B, MOHAKHALI, DHAKA – 1212, BANGLADESH, SUPPLY CHAIN MANAGEMENT

Back ground:

icddr,b is an international health research institute. Based in Dhaka, Bangladesh, we are committed to solving public health problems through innovative scientific research – including laboratory based, clinical, epidemiological, and health systems research. By developing, testing and assessing the implementation of interventions specifically designed for resource poor settings, we aim to improve the health and wellbeing of people living in the world's poorest nations.

For more than 50 years, we have been carrying out high-quality research and promoting the uptake of evidence-based interventions. Our initial focus was on diarrhoeal disease, but we now study multiple infectious diseases, other threats to public health, and methods of healthcare delivery. Our work has had a profound impact on health policy and practices both locally and globally.

icddr,b invites sealed tenders in two bid system (Technical and Financial) from well experienced/reputed agencies for provide Servicing and Maintenance of Carrier brand Chiller of HVAC System including supply and fixing Spare parts, Gas, and Related work at icddr,b, Mohakhali, Dhaka. More than one tender from same owners shall be rejected. Details are found in bill of quantities, specifications and drawings as provided with bid documents.

icddr,b is not bound to accept the lowest tender response and reserves the right to accept or reject any or all of the tenders without assigning any reason whatsoever

GENERAL TERMS AND CONDITIONS:

1. icddr,b is seeking proposals in two bid system (Technical & Financial Bid) from experienced and reputed Contractors, agencies/firms engaged in Operation and Maintenance of Chiller Services (HVAC and related systems and services) having minimum three year experience in the field
2. Corrupt, Fraudulent, Collusive or Coercive Practices:
 - 2.1 The Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under icddr,b funds, ensure-
 - (a) strict compliance with the icddr,b rules and regulation
 - (b) abiding by the code of ethics of icddr,b
 - (c) that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice

- 2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -
- (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
 - (b) reject any recommendation for award that had been proposed for that concerned Tenderer; or
 - (c) declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
3. The firms may download the tender document from the icddr,b website
<https://www.icddrb.org/work-with-us/tender-notice>
4. The tender forms (Technical bid (Annexure-I) and Financial/Commercial bid (Annexure-II) completed in all respect should be sent in a sealed cover and subscribed as "Tender form for Repair and Maintenance of HVAC System" and should be addressed to Director, Supply Chain and Facilities Management. The tender response is to be dropped in the Tender Box which is located in the Supply Chain Management Office, Ground Floor of Chiller building at icddr,b 68 Shaheed Tajuddin Ahmed Sarani, Mohkahali, Dhaka 1212 by 2.45 PM on September 17, 2020. The tender opening will be at 3.00 PM on the same day by the Sourcing Evaluation Committee (SEC). There shall be no public opening of Applications.
5. This is two envelopes bidding process and the bidder shall submit the Technical and Financial Proposal in two different sealed envelopes. Bidder shall submit all technical documents enclosed with original copy of RFP document. RFP document shall be completed properly, duly signed-dated each page by the authorized signatory of the bidders. Financial proposal only price quote no document enclosed. Proposal received later than the time specified herein shall not be accepted.
6. Amendment to Bid documents: At any time prior to the deadline for submission of Bids, icddr,b may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum / corrigendum.
7. Clarification on Bids: To assist in the examination, evaluation and comparison of the technical bids, icddr,b may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required icddr,b reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.
8. icddr,b may extend the deadline for submission on justifiably acceptable grounds duly recorded subject to threshold of five (05) working days before bid submission.
9. Proposal must be valid for a period of at least 90 (ninety) days from the closing date of the RFP and evaluation shall be completed with the validity period. icddr,b may request

the Bidder to extend the bid validity, if icddr,b feels more time is required to complete the evaluation. Bidders unwilling to extend the validity of the bid, will not be consider for further evaluation.

10. Quote of Rates:

The bidder must quote the rate for all the items using the information in this document, including the work schedule at **Annex -A(BoQ)**. The rate for all the items should be quoted both in figures and in words. The icddr,b reserves the right to offer all the items or in part as considered necessary in the circumstances. No claim of rate increase during the contract period will be entertained. Unit price for all the items in the schedule should be included all VAT, TAX and other incidental charges. Any overwriting or erasing shall have to be initialed by the bidder. Incomplete tender will not be considered. Rate should be quoted in Taka only.

If any firm quotes unreasonable/incomplete price for any item i.e. unreasonably high/low price, which is not comparable with market price, will not be considered

9. Performance Security:

Successful awarded bidder has to be deposited performance security at a rate of 10% of order value only in favour of "icddr,b" through Pay Order/Bank Guarantee within 7 (seven) working days of acceptance of the "**Notification of Intent**". Bank Guarantee submitted as performance security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations or after expiry of 12 month defect liability period from the successful handed over the site.

10. Compensation for Accidents and Damages:

icddr,b will not be responsible for any kind of injury / accident or death of any staff of contractor while executing the works, Transportation and other related works. Contractor is liable to safeguard the construction personnel, materials and works until handover the materials/works.

11. Works in Area:

Items described in the work schedule are to be completed as per BoQ/order and/or as per instruction of concerned authority of the icddr,b. Works should be done in specific area located at icddr,b premises, Mohakhali, Dhaka.

12. icddr,b Responsibilities:

- a. Access to the specified areas within the specified time following icddr,b security rules and regulations, and
- b. Access to water and electricity without charging the successful bidder.

13. Tenderer's Responsibility:

The bidder should possess physical existent and facility to execute the works and having minimum 3 years' experience in the relevant field. Documents listed in the table below as Mandatory,& Technical Requirements must be lodged with original copy of RFP putting inside the closed envelop to be marked on the top of envelope for "**Technical Proposal**":

14. **Bidders Eligibility Criteria:**

Mandatory Requirement:

SL. No.	Required Mandatory Documents	Submitted Yes/No	Remarks
1	Updated Valid Trade License		
2	Updated Tax Clearance Certificate		
3	Updated VAT Reg. Certificate		
4	Tender Submitted in Two Envelops		

Technical Requirement:

Sl. No	Technical Requirement (Evaluation of Bids will be made based on technical qualification, overall capability supported by the document mentioned in the Tender):	Remark	Responsive/ Non-Responsive
1	Experience, Past Performance: A reputed and Registered Firm/Company having experience of at least 03 (three) years in maintenance and repairs of Chillers (500 TR) in Bangladesh		
2	The firm should have all kinds of equipments and tools list (if required) as required for maintenance of HVAC.		
3	The contractor/agency/firm must have 03 (Three) years experience and complete minimum 03(three) project/job of unit maintaining minimum of 500 TR (ton of refrigeration) capacity Carrier brand chiller		
4	The contractor should submit details servicing and maintenance procedure and plan with mentioned of using tools equipments will be used. The contractor may also submit Service Plan, Strength: HR profile of employs.		
5	Minimum 1 (one) B.sc Engineers (Electrical /Mechanical or eqv.) with 3 years relevant experience		

6	Minimum 1 (one) Diploma Engineers (Electrical /Mechanical/ refrigeration) with 5 years relevant experience		
7	Registered office & address Organization structure including workshop facilities, Skilled technician & Engineer		
8	Details specification, origin, manufacturer country of supply materials with source of materials		
9	Customer satisfaction with icddr,b and or with external organization and client list		
10	Financial Capability (Bank Certificate / Credit facility/ audited balance sheet of the company)		

15. Selection Criteria:

Evaluation Criteria	Remarks	Score
Mandatory Requirement examination will be done based on Mandatory Required documents as per Tender	Responsive bidder(s) will be considered for further Technical Evaluation	Pass/Fail
Technical Evaluation	<p>Technical proposal evaluation:</p> <ul style="list-style-type: none"> - The SEC shall firstly examine the Tenders to confirm that all Required Mandatory Documents and Technical requirement have been provided in order to ensure compliance issue, adequacy and authenticity of the documentary evidence as per Document. SEC will have the authority to ask the bidder additional supporting document relevant to the work if necessary. 	Pass/ Fail

Financial Evaluation	<ul style="list-style-type: none"> - Only the technically qualified bidders will be eligible for financial evaluation. - Financial lowest bidder will be awarded for the work. 	
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16. Right to Negotiation:

As a part of the tender evaluation process, icddr,b reserves the right to negotiate with any and all tenderers prior to the award of the contract. Negotiations will be carried out to clarifying and/or amending/adjustment of price and non-price aspects. Negotiation with any Tenderer shall not be construed as an indication that icddr,b has or intends to award the contract to that Tenderer..

17. Quality and Quantity of works s/ materials:

All materials used to undertake works under this contract, shall be of a high quality as deemed acceptable by icddr,b. The successful bidder will provide the best quality works / materials as per the requirements of icddr,b. icddr,b is not bound to purchase all the materials and quantities of goods/ materials mentioned in the schedule annexed and further reserves the right to purchase quantities or number of materials to any extent as it requires.

Any materials/works found below the standard and not as per specification icddr,b shall be rejected and the rejected materials should be taken back by the successful bidder without delay at his own cost. Repetition of attempts to supply sub-standard materials will make the contract liable to termination.

18. Quality Test/quality inspection:

Materials brought for delivery shall be examined / tested, counted and measured as the case may be by the persons authorized by the icddr,b. icddr,b will check and verify the works / materials executed by the Contractor and notify the Contractor of any defects found.

Notwithstanding any testing and examination, the Procuring Entity by visual inspection or field tests may instruct the Contractor to:

- a. remove and replace any works or materials thereof which is not in accordance with the Contract,
- b. remove and re-execute any other works or materials thereof which is not in accordance with the Contract, and
- c. execute any works which is urgently required for the safety of the works.

icddr,b reserves the right to test any sample of supplied materials if purchased or supplied by contractors from any external laboratory. Supplier will have to bear the expenses for that.

19. **Qualified Staff:**
The Contractor shall maintain a work force of suitably experienced and highly qualified staff enabling the completion of works with maintaining proper PPE for this contract to a consistently high standard.
20. **Misbehavior of any Staff of the Contractor:**
The bidder shall ensure that his personnel adhere to the icddr,b code of conduct. Misbehavior with the officers and staff of icddr,b will not be accepted/tolerated. icddr,b reserves the right to ask the contractor to withdraw his staff for any reason whatsoever by oral or written notice. The contractor shall replace that staff/works immediately after getting information/notice from icddr,b management.
21. **Site Visit:**
Bidder(s) is requested to visit site before quoting or submission of their offer. In this regarding bidder may communicate with Assistant Engineer, Electrical, Md. Abu Nayeem <abu.nayeem@icddrb.org> Tel: 9827001-10, Extension # 3772 prior to site visit.
22. **Works Completion time:**
The Contractor shall complete the works as per below schedule:

By 45 days from date of signing of NOI/Contract/PO
23. **Liabilities:**
- The firm shall be under liability to compensate for any damages (direct or indirect) caused to the chiller servicing, maintenance and other equipments due to negligence on their part
 - The firm shall be under liability to compensate for any consequential damages resulting from delay in providing service as per Scope/agreement.
 - The firm shall intimate in advance about the visit of their engineers and the work will be undertaken only during working days of the icddr,b except in case of any emergency work.
24. **Payment:**
Payment shall be made to firm after satisfactory completion of service on receipt of bill complete in all respect duly signed for actual services/work performed as per scope of work mentioned in the contract. Payment will be made through BEFTN providing bank details by the contractor. Wherever applicable, Tax as prescribed by Taxation/VAT Authorities will be deducted from the bill(s) at source. All bills to be certified by the authorized officer of employer and rechecked by the officials of the icddr,b before release of payment.
25. **Penalty Clause:**

icddr,b may deduct 10% of the total ordered value or Tk.10,000 (ten thousand) whichever is higher from the bill or as decided by Competent Authority of icddr,b when the successful bidder does not carry out the works within the stipulated time mentioned in the works order or within the approved extended time or provides proven poor quality service or attempt to supply poor quality materials or repeating attempt of supply of poor



quality materials/Service (wherever applicable) or absence of security and safety signages and measures at servicing of Chiller site or loss /damage/misuse of materials.

26. Letter of complaint:

Any violation of quality works and supply or attempt to supply of poor quality materials and materials or extreme delay in completion of works within contract period or approved extension time or absence of security and safety signages and measures will lead to write "letter of complaint". Repetitions of similar activities will cause issuance of warning letter which may lead to termination of the contract, if require.

27. Physical Facilities:

The contractor will arrange water line from icddr,b source in his own cost and arrangement and electricity line at his own cost for the works. No labor shed or Office is allowed to make at the work site. The contractor is liable to safeguard all the construction materials at his own cost and arrangement. The contractor is liable to keep the site clean and sanitized during the working period at his own cost.

28. General Instruction

- Vendor engineer/ technician will carry all the required tools & tackles required at site
- All the required safety procedures will be followed
- Must be use PPE at work time and maintain it continuously.
- Vendor engineer/ technician will timely notify for the work to be taken up for maintenance of the machine to facilitate requisite shut down period
- All spare parts/ consumable item like fuses, refrigerant, compressor oil, bearings, contacts, switches etc. will be supplied by the vendor.

29. Security and safety signage

Contractor must have to use adequate safety and security measure at the site. Contractor must have to put security and safety signages at the site to maintain safe works place practice with approval from icddr,b. Site will not be handed over without security and safety signages and measures. Violation of this will result in application of penalty clause in first case.

30. Warranty:

Materials / works

Bidder shall provide standard warranty of the works/materials from the date of handing over the site and upon acceptance by icddr,b engineer. For spare parts must have 06 month replacement warranty.

The contractor is liable to repair / replace the labour/materials/ works within 15 days of identifying the defect in no cost of icddr,b in case of any defect found in the warranty period. The entire works should be completed within 60 days after receiving the works order / letter of intent whichever is earlier.



31. Force Majeure:

If at any time, during the contract, the performance in whole or in part by either party is prevented or delayed by any reason that could reasonably be considered to be beyond the control of the effected party(s), including war, civil unrest, sabotage, fires, epidemics, industrial action, or acts of God (all of which hereinafter shall be referred to as events). Provided notice of any such eventuality is given by the effected party to the other within 21 days from the date of occurrence, such event shall not be used as a reason to terminate the contract, and nor shall the other party have any claim for damages against the effected party in respect of the consequences on the contract from any such event, provided the effected party take all reasonable steps to resume full and proper performance under the contract as soon as practicable after the event has come to an end or cease to exist.

32. Disputes

Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussion of the Authorized Representatives of the concerned parties. icddr,b and the Service Provider shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation. However, if the disputes are not resolved by the discussions then the matter will be referred for adjudication to the arbitration of a person appointed by the parties in Dhaka in accordance with the Arbitration Act 2001. The venue for the Arbitration will be Dhaka and the decision of the arbitrator shall be final and binding on the parties

33. Termination of Contract:

The Procuring Entity or the Contractor, without prejudice to any other remedy for breach of Contract, by giving twenty-eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract Termination for Default

- (a) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (i) the Contractor stops work for fourteen (14) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Project Manager;
 - (ii) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
 - (iii) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid, as specified above in Clause 25;
 - (iv) the Contractor has subcontracted the whole of the Works or has assigned the Contract without the required agreement and without the approval of the Project Manager;

- (v) the Contractor, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices as defined in Clause 2, in competing for or in executing the Contract.

34. **Applicable Law:**

The Contract shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

35. **Settlement of Disputes :**

- i. Amicable settlement: icddr,b and the supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
- ii. Arbitration: If the parties are unable to reach a settlement as per Clause 35 (i) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either party may give notice to the other party of its intention to commence arbitration. The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and the venue for the Arbitration will be icddr,b, Mohakahli, Dhaka and the decision of the arbitrator shall be final and binding on the parties.

I/we have read and understood the terms and conditions of this bid schedule. I/we do hereby accept the above terms and conditions of the contract/agreement.

Signature of Bidder:



Full name of Bidder:

Name of Firm/company:

Address:

Phone: E-mail:

Annexure:

A. Bill of Quantities (BoQ)	 BoQ for Chiller Servicing and Spare
B. Safety and Security Rules	 Safety security rules.doc





Bill of Quantities (BoQ)/Statement of BOQ for Servicing and Maintenance of 03 Nos.(Carrier brand) Chiller of HVAC System Annex-A

SL.NO	Item Description	Qty	Unit	Supply Cost	Installation Cost	Grand- Qty	Unit of Measure	Unit price	Grand Total TK.
1	Servicing and Maintenance of 03 Nos. Chiller of HVAC system including supply & fixing of following necessary spare parts, gas and related works.(As per specification and inturction of Engineer,icddr/b)								
1.a	Servicing & Maintenance of 03 nos Carrier Chillers including line follows - i. Tube Cleaning . ii. Nitrogen pressure test & other leak test . iii. Required Leak Test and related all works. iv. Installation/Fixing of the spares as required . v. Other works which can't be anticipated & mentioned works .vi. All spare parts warranty provide as per standered policy .	3	Lot						
1.b	Carrier Chiller Model -19XR-0-4040387KGH52 ,All Chiller equipment/Spare parts will provide as per sample --					1	Pkg 1 (1.a + 1.b)		
i	Compressor Oil for Chiller -PP23BZ103005 (5gal/18.9L)	6	Drum/Can						
ii	In/line oil filter -02XR05009501	3	Each						
iii	Filter -KH4ZME060	3	Each						
iv	Filter Drier -KH45LE120	3	Each						
v	Inlet-3/4" SAE & Outlet-3/4" SAE - KH11NG070	6	Each						
vi	Chiller water IN/OUT sensor a.HH79MZQ322611	2	Each						
vii	Chiller Dispay - ICVC Chiller Display 19XR-Centrifugal Chiller-CEPL 130445-R	1	set						

Warranty: Standered warranty on all spare parts and spare parts shall be approved by engineer

Signature of Tenderer:

Full name of Tenderer:

Name of Firm/company:

Address:

Phone: E-mail:

Trade license No: TIN No: VAT Rgn. No:

Pay order/demand draft No. drawn from (bank name) Date:

Signature: 

Date: 09.09.2020