

**High Commission of India  
Brunei Darussalam**

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

**Tender Document**

**Date : 16 August 2024**

**Tender for 'Supply and Installation of Electrical Items and Decorative Lighting on turn-key basis in**

- (i) High Commissioner's Residence Lot No. 64081, Simpang 336, Jalan Kebangsaan, Bandar Seri Begawan, Brunei Darussalam and**
- (ii) Chancery Cum Residence Complex, 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 : 13 September 2024**

**Period of completion: 4 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 Electrical Items and Decorative Lighting on turn-key basis in

- (i) High Commissioner's Residence Lot No. 64081 and  
(ii) Chancery Cum Residence Complex, Lot No. 62514, Jalan Duta, Bandar Seri Begawan, Brunei Darussalam.

2. The Tender Documents can be downloaded from the website <https://www.hcindiabrunei.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 13.09.2024. 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': Earnest Money Deposit (EMD) or Bid Security Declaration (BSD) as per Annexure I, Envelope 'B': Tender Documents (Technical Bid), Envelope 'C': Financial Bid). All these three envelopes are to be put in another sealed envelope superscribed with "Supply and Installation of Electrical items and Decorative Lighting 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](mailto:hoc.brunei@mea.gov.in).

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

i.	Date of publishing tender	16.08.2024
ii.	Bid Submission start date	16.08.2024
iii.	Bid Submission End Date	13.09.2024
iv.	Date of opening of Technical Bid	18.09.2024
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**
- Section 3** : **Proforma for submitting Earnest Money Deposit (EMD)**  
**Or**  
**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)**
- Section 7** : **Proforma for Financial Statement(Annexure V)**
- Section 8** : **Proforma for similar works completed during the last 3 years and ongoing in Brunei Darussalam (Annexure VI)**
- Section 9** : **Proforma for Bank Solvency Certificate (Annexure VII)**
- Section 10** : **Pre-contract integrity pact between High Commission of India, Brunei Darussalam and the bidding company/firm (Annexure VIII)**

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

**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 must be in Brunei Dollars (B\$) only. 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 the 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) **Similar Work:** The tenderer must have satisfactorily completed 01 similar work of value B\$ 16,000/- or 02 similar works of B\$ 10,000/- each or 03 similar works of value of B\$ 8,000/- Similar work means supply and installation of Electrical and Decorative Lightings.
- (f) **Bank Solvency:** The tenderer should submit certificate of solvency for B\$ 8,000/- or more, certified by the bank. The certificate should not be older than a month.
- (g) **Annual Turnover:** The bidder should have had average annual financial turnover of B\$ 10,000/- or more in the immediate last 03 financial years. This should be duly audited/certified by a Chartered Accountant.
- (h) **Profit-Loss:** The bidder should be a profit-making company/firm and should not have suffered any financial loss in more than one year in the previous three financial years and must not have suffered loss in the immediately preceding financial year. This fact shall be duly certified by the Chartered Accountant and audited financial statements for these three years will be submitted by the bidder.

3. **VALIDITY OF BIDS:** Bids shall remain valid and open for acceptance for a period of 180 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 **Earnest Money Deposit (EMD) or Bid Securing Declaration (BSD):** Earnest Money Deposit in the form of Banker's Draft for a sum equivalent to **B\$ 1,000/-** having six months validity drawn in favor of High Commission of India, Brunei Darussalam should be submitted. EMD is liable to be forfeited if the tenderer withdraws, impairs or derogates from this tender within the period of validity of this tender or fails to furnish Performance Security Deposit (PSD) in accordance with the terms of Tender Documents within the Time Frame specified by the High Commission of India. No interest is payable on EMD or PSD.

Or In lieu of EMD, a Bid Securing Declaration as per Annexure I may 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 13.09.2024. 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:

**ENVELOPE 'A'** - Earnest Money Deposit (EMD) or

- Bid Security Declaration (BSD) - Annexure I
- ENVELOPE 'B'** - Technical Bid (including all the necessary documents in support of eligibility criteria etc.) - Annexure II
- 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 Electrical items and Decorative Lighting 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 EMD or 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 EMD or 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 15 days of the issue of letter of intent/ award. 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 provide performance security deposit EMD will be forfeited.
- 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 four 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:** All payments shall be released as progress payments on the basis of certificate submitted by the Firm 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 RETENTION MONEY & DEFECTS LIABILITY PERIOD:** 5% of contract amount of each bill for payment shall be deducted. 50% of the retention money shall be released on completion of the contract work and remaining 50% shall be released at the end of Defect Liability period of one year from the date of completion of the project.

## **11 OTHER TERMS & CONDITIONS:**

11.1 Bidders shall be deemed to have read carefully all the Tender Document specifications, etc and visited the site.

11.2 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.

11.3 Any time before the deadline for submission of bids, High Commission of India, Brunei Darussalam reserves the right to modify this tender document.

11.4 Price escalation in rates due to any reason shall not be applicable.

- 11.5 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.
- 11.6 The successful bidder, on award of contract, must send the contract/acceptance in writing, within 15 days of award of contract; else the EMD will be forfeited and firm will be blacklisted.
- 11.7 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.
- 11.8 **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.
- 11.9 **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.
- 11.10 **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.
- 11.11 **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.

11.12 **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.

11.13 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 Electrical Items and Decorative Lighting on turn-key basis in
  - (i) High Commissioner's Residence Lot No. 64081 and
  - (ii) Chancery Cum Residence Complex, Lot No. 62514, Jalan Duta, Bandar Seri Begawan, Brunei Darussalam as per Bill of Quantities (BoQ) given at Annexure IV.
2. Source and procure high-quality Electrical Items and Decorative Lighting that meet diplomatic standards for elegance, durability, and functionality. The aim is to furnish the premises with elegant and befitting Electrical Items and Decorative Lighting that enhances the ambiance and aesthetic requirements of the diplomatic premises. The objective with elegant and befitting Electrical Items and Decorative Lighting that meets the functional of a diplomatic setting.
3. Electrical items and Decorative Lighting should be of good quality and meet the criteria of lifespan mentioned in the Bill of Quantities (BoQ).
4. Submit a comprehensive bid detailing costs for Electrical Items and Decorative Lighting procurement, transportation, installation, and any additional services. Ensure transparency in cost breakdowns.
5. Provide a detailed project schedule outlining key milestones such as procurement, delivery, installation, and completion. Ensure timely delivery and handling of Electrical items and Decorative Lighting items to minimize disruption to mission operations.
6. Conduct thorough inspections of delivered electrical items and decorative lighting 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 electrical items and decorative lighting.
7. Deploy skilled personnel for the assembly and installation of electrical items and decorative lighting. Ensure all electrical items and decorative lighting are installed securely and in accordance with manufacturer specifications and safety standards.
8. Offer a warranty period and post-installation support for electrical items and decorative lighting-related issues.
9. Dispose of any hazardous materials or waste in accordance with local laws and regulations and clean the area upon completion of work.

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

**Section 3 : Proforma for submitting Earnest Money Deposit (EMD) or Bid  
Securing Declaration (BSD)**

*[Below message for EMD or 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') ]*

**Earnest Money Deposit (EMD)**

To The High Commission of India, Brunei Darussalam  
Sir,

I/We (Company's name) \_\_\_\_\_ offering  
Supply and Installation of Electrical Items and Decorative Lighting on turn-key  
basis (as per attached scope of work) hereby provide Earnest Money Deposit in the  
form of Banker's Draft for a sum equivalent to **B\$ 1,000/-** having six months  
validity drawn in favor of High Commission of India, Brunei Darussalam.

2. I/We fully understand that the EMD money shall be forfeited in case of any of  
the conditions mentioned in the tender is violated.

Date:

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

firm

**'OR'**

**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

**No. BSB/Admn/815/1/2023  
High Commission of India  
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's licence or undertaking to carry out the Electrical items and decorative lighting sales	
6	Other Embassies or reputed organizations where the company has been providing services of similar nature	
7	Company having operational experience for more than 3 years	
8	Annual turnover of the company for the last financial year	
9	Audited Financial Statement submitted	
10	Does the company have adequate liability coverage and insurance for its workers?	

Date:

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

**No. BSB/Admn/815/1/2023  
High Commission of India  
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 Electrical Items and Decorative Lighting 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.

2. If this offer is accepted, we will commence the work as soon as is practicable and complete the work within 4 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

**Annexure IV**

**No. BSB/Admn/815/1/2023  
High Commission of India  
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 Electrical Items and Decorative Lighting and that meet diplomatic standards for elegance, durability, and functionality. The aim is to furnish the premises with elegant and befitting electrical items and decorative lighting that enhances the ambiance and aesthetic requirements of the diplomatic premises. The objective with elegant and befitting electrical items and decorative lighting that meets the functional of a diplomatic setting.**

**2. Sizing, description and specification of electrical items and decorative lighting are intended to be used as a guideline. The bidder can propose either equivalent or better-quality products.**

**3. Electrical items and decorative lighting should be of good and high quality that meet the criteria of lifespan mentioned in the Bill of Quantities (BoQ).**

**I. Supply and Installation of Electrical Items and Decorative Lighting on turn-key basis in High Commissioner's Residence (Lot No. 64081)**

No.	Items	Description	No.o fitem s.	No.o fUni ts	Tot alQ ty.	Life Span (Years)	Unit Price (BND)	Total Cost
G.01	Foyer (Entrance)							
	Decorative Standing Floor Lamp	40W, 240V, IP20, 3000k with dimmer control. Material: Copper, brass etc. Secondary Material: Teak/Marble base Size of Lamp: (Dia x H): 500mm x 1750 mm	1	1	1	5		
G.03	Kitchen							
G.03.E01	Refrigerator	SAMSUNG 2-Door Fridge 460L RT47CG6644S9ST or equivalent approved.	1	1	1	6		

		Dimension (WxHxD)(mm): 700 x 1825 x 717 mm						
G.03.E02	Deep Freezer	Narutron Mini Bar Fridge Capacity : 235 L or equivalent approved Product Dimensions: (mm) 470 x 445 x 506	1	1	1	6		
G.03.E03	Dish washer	BEKO Free standing Dishwasher 60cm 13 Place Settings DVN05321W or approved	1	1	1	6		
G.03.E04	Microwave Oven	LG MJ-3965BGS 39L Smart Inverter Neo Chef Microwave Oven or approved equivalent	1	1	1	6		
<b>G.04</b>	<b>Guest Bedroom (G)</b>							
G.04.E1	Decorative Standing Floor Lamp	40W, 240V, IP20, 3000k with dimmer control. Material: Copper, brass etc. Secondary Material: Teak/Marble base Size of Lamp: (Dia x H): 390mm x 550 mm	2	1	2	5		
<b>G.05</b>	<b>Laundry Room</b>							
G.05.E01	Washing Machine	Bosch WAU 28460 TH 10Kg or equivalent approved.	1	1	1	6		
	<b>First Floor</b>							
<b>F1.01</b>	<b>Master Bedroom</b>							
F1.01.E1	TV Set	29" Full HD TV (Sony/Samsung/Philips)	1	1	1	5		
F1.01.E2	Decorative Standing Floor Lamp	40W, 240V, IP20, 3000k with dimmer control. Material: Copper, brass etc. Secondary Material: Teak/Marble base Size of Lamp: (Dia x H): 390mm x 550 mm	2	1	2	5		
	<b>TOTAL COST</b>							

**II. Supply and Installation of Electrical Items and Decorative Lighting on turn-key basis in Chancery Cum Residence Complex, Lot No. 62514, Jalan Duta, Bandar Seri Begawan, Brunei Darussalam**

**(a) Chancery**

Ground Floor- Chancery								
No.	Items	Description	No. of Furn.	No. of Units	Total Qty.	Life Span (Years)	Unit Price (BND)	Total Cost
01	Reception							
02	Waiting Area (Main Reception)							

	TV	55" smart TV unit complete with HDMI and power concealed cabling works, mounting bracket. Samsung/Sony or approved equivalent.	1	1	1	6		
	Decorative Standing Floor Lamp	40W, 240V, IP20, 3000k with dimmer control. Material: Copper, brass etc. Secondary Material: zTeak/Marble base Size of Lamp: (Dia x H): 500mm x 1750 mm	1	1	1	6		
		<b>TOTAL</b>						
<b>03</b>	<b>Consular Entrance Area</b>							
	Decorative Standing Floor Lamp	40W, 240V, IP20, 3000k with dimmer control. Material: Copper, brass etc. Secondary Material: zTeak/Marble base Size of Lamp: (Dia x H): 500mm x 1750 mm	1	1	1	6		
<b>04</b>	<b>Consular Hall/Visitor seating area</b>							
	TV	55" smart TV unit complete with HDMI and power concealed cabling works, mounting bracket. Samsung/sony or approved equivalent.	1	1	1	6		
		<b>TOTAL</b>						
<b>05</b>	<b>Multipurpose Hall</b>							
PR1	Projector	6000 Lumens Projector complete with HDMI and power concealed cabling works, mounting bracket, remote control and accessories. Size of screen 4m x 4m	1	1	1	6		
PR2	Motorised Projector	Power concealed cabling works, mounting bracket, remote control and accessories. Size of screen 4mx4m.	1	1	1	6		
P-Fan	Pedestal Fan	24" Fan/ Industrial grade	8	1	8	6		
		<b>TOTAL</b>						
	<b>First Floor</b>							
<b>06</b>	<b>HOM's Meeting Room</b>							
	Decorative Standing Floor Lamp	40W, 240V, IP20, 3000k with dimmer control. Material: Copper, brass etc. Secondary Material: zTeak/Marble base Size of Lamp: (Dia x H): 500mm x 1750 mm	4	1	4	6		
<b>07</b>	<b>HOM Office</b>							



	Decorative Standing Floor Lamp	40W, 240V, IP20, 3000k with dimmer control. Material: Copper, brass etc. Secondary Material: zTeak/Marble base Size of Lamp: (Dia x H): 500mm x 1750 mm	4	1	4	6		
<b>08</b>	<b>First Floor/Pantry/ Kitchen</b>							
	Microwave /Oven	Samsung or approved equivalent. Capacity: 28 L	1	1	1	5		
	Refrigerator	Double Door Fridge Samsung or approved equivalent. Capacity: 460 L	1	1	1	5		
	Electric Kettle	Philips or Bosch brand Electric Kettle Capacity: 2 L	1	1	1	5		
		<b>TOTAL</b>						

**(b) Residential Complex**

**(i) Officer's Residence {Building-A, Unit-(02 units)}**

No.	Items	Description	No.of Furn.	No.of Units	Total Qty.	Life Span (Years)	Unit Price (BND)	Total Cost
<b>A.01</b>	<b>Drawing Room/Dining Room</b>							
A.01.E01	Pedestal Fan	18"Fan/ Industrial grade	1	2	2	6		
<b>A.02</b>	<b>Bedroom 01</b>							
A.02.E01	Pedestal Fan	18"Fan/ Industrial grade	1	2	2	6		
	<b>(Duplex Flat 2<sup>nd</sup> Floor)</b>							
<b>A.03</b>	<b>Bedroom 02</b>							
A.03.E01	Pedestal Fan	18"Fan/ Industrial grade	1	2	2	6		
<b>A.04</b>	<b>Master Bedroom</b>							
A.04.E01	Pedestal Fan	18"Fan/ Industrial grade	1	2	2	6		

**(b) Residential Complex**

**(ii) Staff Residence {Building-B, Unit-(05+01 units)}**

No.	Items	Description	No.of Furn.	No.of Units	Total Qty.	Life Span (Years)	Unit Price (BND)	Total Cost
<b>B1.01</b>	<b>Drawing Room/Dining Room</b>							
B1.01.E01	Pedestal Fan	18" Fan/ Industrial grade	1	5	5	6		
<b>B1.02</b>	<b>Bedroom 01</b>							
B1.02.E01	Pedestal Fan	18" Fan/ Industrial grade	1	5	5	6		
<b>B1.03</b>	<b>Bedroom 02</b>							
B1.03.E01	Pedestal Fan	18" Fan/ Industrial grade	1	5	5	6		
<b>B1.04</b>	<b>Master Bedroom</b>							
B1.04.E01	Pedestal Fan	18" Fan/ Industrial grade	1	5	5	6		
	Total							

{Building-B, Unit B2 (1 unit)}							
	<b>Service Staff Room (Ground Floor)</b>						
<b>B2.01</b>	<b>Drawing cum Dining Room</b>						
B2.01.E01	Pedestal Fan	18"Fan/ Industrial grade	1	1	1	6	
<b>B2.02</b>	<b>Bed Room</b>						
B2.02.E01	Pedestal Fan	18"Fan/ Industrial grade	1	1	1	6	

**Grand Total**    B\$ \_\_\_\_\_ **(Brunei Dollars** \_\_\_\_\_ **only)**

Date:

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

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

**Section 7 : Proforma for Financial Statement**

***[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') ]***

**1. Financial Statement:**

a) Authorized Capital (Give break up) \_\_\_\_\_

b) Issued and paid-up Capital \_\_\_\_\_

Annual turnover excluding Taxes, if any, for the last immediate five financial years	In country of origin (in case based out of Brunei Darussalam)	In Brunei Darussalam	In other Country/ Countries

Provide copies of annual reports or audited balance sheets, Profit and loss accounts along with Audit reports and statement for the last five years. A certificate from Chartered Accountant authenticating the annual turnover (excluding Taxes, if any) shall also be enclosed.

**2. Details of loans and other financial commitments**

**3. Current Financial Position  
as on date**

**Currency**

**Amount**

- a) Cash & Bank Balance
- b) Current Assets
- c) Current Liabilities
- d) Working Capital
- e) Net Worth

**4. a) Name and Address of Auditors**

b) Can the Employer make a reference to the Auditors directly?

No/Yes

**5. Applicant's financial arrangements for the proposed work of High Commission of India, Brunei Darussalam**

	<u>Currency</u>	<u>Amount</u>
a) Own resources		
b) Bank Credits		
c) Others (Specify)		

**6. Certificate of financial soundness from the Banker/s of applicant.**

**7. Solvency Certificate (as per the proforma enclosed at Annexure VII)**

**8. a) Name and address of the Bankers (from whom references can also be obtained).**

b) Can such reference be obtained directly by the Client?                      No/Yes

**9. Business Association to which the Company belongs.**

**10. Number of years' experience as a Contractor (Attach copies)**

a) In Brunei Darussalam \_\_\_\_\_

b) In country of origin \_\_\_\_\_

c) Internationally -	Countries	Experience No of years.
_____	_____	_____
_____	_____	_____

Date:

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

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

**Section 8 : Proforma for similar works completed during the last 3 years  
and ongoing in Brunei Darussalam (Annexure VI)**

***[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') ]***

Title, Location and Brief Description of work	Value in B\$	Client	Consultant	Contract Period for Completion	Actual period for Comple tion	Litigation / Arbitration pending, with details	Client certificate at page

Date:

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

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

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

**Section 9 : Proforma for Bank Solvency Certificate**

This is to certify that to the best of our knowledge and information that M/s / Mr..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of B\$ 10,000/- (Brunei Dollars Ten Thousand only).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date:

(Signature)  
and seal of the Bank

NOTE (1) Bankers certificates should be on the letter head of the Bank, sealed and addressed to the High Commission of India, Brunei Darussalam.

(2) In the case of partnership firms, certificate should include the names of all the partners as recorded with the Bank.

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

**Section 10 : Pre-contract Integrity Pact between High Commission of India, Brunei Darussalam and the bidding company/firm**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_\_ (month and year) between, on one hand, the President of India, acting through Mr./Ms. \_\_\_\_\_, (designation of the officer) \_\_\_\_\_ High Commission of India, Brunei Darussalam (hereinafter called the "Employer", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_ represented by Mr./Ms. \_\_\_\_\_, ( designation of the officer) (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Employer proposes to get supply and installation of **Supply and Installation of Electrical Items and Decorative Lighting on turn-key basis in the (i) High Commissioner's Residence Lot No. 64081 and (ii) Chancery-Cum-Residence Complex of High Commission of India, Brunei Darussalam, Lot No. 62514, Jalan Duta, Bandar Seri Begawan, Brunei Darussalam** and the BIDDER is willing to supply and install the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Employer is High Commission of India, Brunei Darussalam performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the Employer to get supply and installation of Electrical Items and Decorative Lighting in the

**(i) High Commissioner's Residence Lot No. 64081 and  
(ii) Chancery-Cum-Residence Complex of High Commission of India, Brunei Darussalam, Lot No. 62514, Jalan Duta, Bandar Seri Begawan, Brunei Darussalam** at a competitive price in conformity with the defined

specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

1.1. The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The Employer will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the Employer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:



3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Employer.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the Employer that the BIDDER is the original Constructor and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Government of India's Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

#### **4. Previous Transgression**

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Employer to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Integrity Pact Security Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the Employer, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Employer in connection with any other contract for any other stores/projects, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance security/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Employer, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Employer.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2. The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

5.3. The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Fall Clause**

6.1. The BIDDER undertakes that it has not completed any project/presently running any similar project or subsystems at a price lower than that offered in the present bid, in respect of any other Employer in Brunei Darussalam and if it is found at any stage that similar project/systems or sub system was completed by the BIDDER to any other Employer at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the Employer, if the contract has already been concluded.

## **7. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **8. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Employer.

## **9. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 10. Validity

10.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or completion of Defects Notification Period/Warranty Period of contract whichever is later and to the satisfaction of both the Employer and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_

### Client

**Name of the Officer.**

**Designation**

**High Commission of India,**

**Brunei Darussalam**

**Seal**

### Bidder

**Name of the Officer**

**Designation**

**Seal of the firm**

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

