

**High Commission of India
Dhaka, Bangladesh
www.hcidhaka.org**

Date: 11 September, 2013

**Supply of 50 Sunflame Crystal
4 Burner Glass Gas Stoves to
High Commission of India,
Dhaka**

Tender No.: DAC/ADM/862/01/2013

Last date for submission of bids: Sunday, 25 September, 2013

**Section-I : Invitation for bids (IFB)
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Section-III : Special Conditions of Contract (SCC)
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**No.DAC/ADM/862/01/2013
HIGH COMMISSION OF INDIA
DHAKA**

TENDER NOTICE

High Commission of India, Dhaka (HCI) invites sealed quotations from suppliers of 4-Burner Glass Gas Stoves as per specifications given in the Tender Document on CIF Dhaka basis.

Tender document can be obtained from the Administrative Wing, HCI, Dhaka between 2.30 p.m. and 5.00 p.m. on all working days w. e. f. 11 September, 2013 on payment of BDT 250/-. It may also be downloaded from the Mission's website www.hcidhaka.org. **BDT 250/- per copy of the tender document may kindly be paid by the bidder towards Tender Document Fee, in case the document is downloaded from the website.**

The sealed quotations **would be accepted till 5.30 p.m. on 25 September, 2013.** EMD Pay Order/Demand Draft of **Taka 25,000 (TK Twenty Five Thousands only)** in favour of 'High Commission of India, Dhaka' should be submitted along with the bid. The quotations should be submitted in sealed envelopes, clearly superscribed as "**Tender for supply of 50 (fifty) 4-Burner Glass Gas Stoves to the High Commission of India, Dhaka**" in the tender box kept at the Reception of the Mission. **The sealed quotations would be opened on Sunday, 29 September, 2013 at 3.30 p.m. in Conference Room of the Mission** in presence of the authorized representatives of the companies present. HCI, Dhaka reserves the right to reject one or all of the bids without assigning any reasons.

For any queries/clarifications, please contact us at: 00-88-02-9889953 or send e-mail to: fshoc@hcidhaka.org

**First Secretary
(Head of Chancery)
11 September, 2013**

SECTION I: INVITATION FOR BIDS (IFB)

1. HCI, Dhaka invites sealed bids from eligible bidders for supply of 50 (fifty) Sunflame Crystal 4-Burner Glass Gas Stoves to HCI, Dhaka on CIF- Dhaka basis as per Schedule of Requirements.

2. Contact information –

**Mr. Mridu Pawan Das,
Head of Chancery,
High Commission of India,
Dhaka, Bangladesh;
Tel: 02-9889953**

3. Date of submission of bids and opening of bids

- a.** Last date for submission of bids on **25 September, 2013 up to 1730 Hrs**
- b.** Bids will be opened on **29 September, 2013 at 1530 Hrs** at: Conference Room of HCI, Dhaka.
- c.** The representatives of bidders may choose to attend the opening of the bids.
- d.** The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the bid opening.
- e.** The bidder's name, bid prices, discounts and such other details considered as appropriate by HCI, Dhaka will be announced at the time of the opening of the bids.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Delivery period / Timelines

The complete supply must be dispatched within 40 (forty) days, after placement of purchase order.

2. Locations for the Supply, Installation & Warranty Services

The 50 (fifty) 4-Burner Glass Gas Stoves are required to be supplied & installed at the High Commission of India, Dhaka, Bangladesh with one year warranty.

3. Order Placements and Release of Payment

The Purchase Order and payment shall be processed by:

**Head of Chancery,
High Commission of India,
Dhaka.**

4. Amendment of Bidding Documents

At any time, prior to the deadline for submission of bids, HCI, Dhaka may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

5. Earnest Money Deposit (EMD)

- a. The tender documents must be accompanied by Earnest Money Deposit of appropriate amount, in the form of a Pay Order drawn on any Nationalized Bank, in favour of **High Commission of India, Dhaka**. The amount towards EMD is **Taka 25,000 (Taka Twenty Five thousand only)** and should be submitted in the sealed envelope. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/cheque/FDR/ BG or any other form except PO. No interest shall be payable on EMD.
- b. The EMD will be returned to the bidder(s) whose offer is not accepted by HCI, Dhaka within 30 days from the date of the placing of the final order(s) on the selected bidder(s).
- c. The successful bidder, on award of contract / order, must send the contract/order acceptance in writing, within 7 days of award of contract/order, failing which the EMD will be forfeited and the order will be placed to the next successful bidder.

d. The EMD shall be forfeited:

- I. If the bidder withdraws the bid during the period of bid validity specified in the tender.
- II. in case a successful bidder fails to furnish the Performance Bank Guarantee
- III. If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/ order.

6. Period of validity of bids

- a. Bids shall be valid for a minimum 180 days from the date of submission of bids. A bid valid for a shorter period shall stand rejected.
- b. HCI, Dhaka may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

7. SUBMISSION OF BIDS

The Bid shall be neatly arranged, plain and intelligible. Each page of the bid should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

8. Late Bids

Any bid inadvertently received by HCI, Dhaka after the deadline for submission of bids, will not be accepted and returned unopened to the bidder.

9. AWARD OF CONTRACT

Award Criteria:

- a. HCI, Dhaka shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid.
- b. The lowest price criteria shall be applied on the total.

- c. If more than one bidder happens to quote the **same lowest price**, HCI, Dhaka reserves the right to split the order and award the contract to more than one bidder.

10. Purchaser's Right to amend Scope of Work

If, for any unforeseen reasons, HCI is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.

11. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, HCI's interpretation of the clauses shall be final and binding on all parties.

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

- a. The price quoted shall be considered firm and no price escalation will be permitted.
- b. Bidders must quote the price in the format given in Price Schedule at Section-V of this document.
- c. All items are to be quoted only in Bangladeshi Taka.
- d. The prices quoted should be inclusive of freight, insurance, packing, distribution, after sales service.

2. Taxes and Duties:

- a. The prices quoted should be inclusive of freight and insurance till Dhaka. The items will be exempted from payment of customs duty by Govt. of Bangladesh. Necessary Custom Duty Exemption Certificate shall be arranged by HCI, Dhaka as & when required.
- b. The consignment will be cleared by Government of Bangladesh. However, the bidder should insure the consignment till actual delivery to the end user.

3. Performance Bank Guarantee (PBG):

The successful bidder will be required to furnish the Performance Bank Guarantee in form of a Bank Guarantee for the 10% (ten percent) amount of the Purchase Order within 5 working days of receipt of Purchase Order, as per the format attached to this document (Refer Annexure-I). This bank guarantee shall remain valid till the completion warranty period.

4. Warranty:

All the items covered under the schedule of requirements, shall carry minimum 1 (one) year on site comprehensive warranty from the date of delivery of the items. The bidder must undertake to provide the installation and warranty service at Dhaka. The repairing/ rectification/replacement/ configuration required, if any, of the items under warranty must be done at on site workshop.

5. Payments:

- a. Payment will be made against delivery of 50 (fifty) 4-Burner Gas Stoves at High Commission of India, Dhaka.

6. Penalty for delayed Services

- a. HCI reserves the right to levy penalty @ of 0.5% of CIF value per day of delay beyond the scheduled deliveries/execution of the order successfully, subject to maximum of 5% of the order value.
- b. HCI reserves the right to cancel the order in case the delay is more than 15 days.
- c. The penalties, if any shall be recovered from the 10% claim due after installation & commissioning.

7. Force Majeure:

HCI may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

SECTION IV: GENERAL TECHNICAL SPECIFICATIONS

Brand	Sunflame
No. of Sunflame Crystal Glass Gas Stoves required	50
	Technical Specifications (equivalent or above the following specifications)
Burners	4
Body	Toughened glass
Powder coated sheet metal base	Yes
Stainless steel drip trays	Yes
Dimensions (WxHxD)	59.0x13.0x57.0 cm

High Commission of India desires to purchase 50 (fifty) 4-Burner Sunflame Crystal Glass Gas Stove.

BANK GUARANTEE OF PERFORMANCE SECURITY

(On non-judicial paper of appropriate value)

To,

**Head of Chancery
High Commission of India
Dhaka**

BANK GUARANTEE NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____
been placed by HCI, Dhaka M/s (Name & Address of vendor) for

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Bangladesh, as per the warranty clause in said purchase order.

M/s(Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the purchase order No. _____ M/s. (name of vendor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

HCI, Dhaka shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from

enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of the HCI, Dhaka under any security(ies) now, or hereafter held by the HCI, Dhaka and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the HCI, Dhaka hereunder or of prejudicing right of the HCI, Dhaka against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the HCI, Dhaka and liabilities of the supplier arising upto and until date.....

Your right to recover the said sum of Tk. _____/- Taka _____ Only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to Tk _____ (Taka _____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

A. Our liability under this guarantee shall not exceed Tk..... (In words)

B. This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee

C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before

D. The Bank guarantee will expire on
Granted by the Bank.

Yours faithfully,

SEAL OF THE BANK

For (Name of Bank)
Authorized Signatory

MANUFACTURER AUTHORISATION FORMAT
(on manufacturer's/authorized distributor letterhead)

Date:

**Head of Chancery,
High Commission of India,
Dhaka**

Subject: Manufacturer/authorized distributor authorization against tender no. DAC/ADM/862/01/2013 dated 14 September, 2013 for supply of 50 Sunflame Crystal 4 Burner Glass Gas Stoves to HCI, Dhaka, Bangladesh.

Dear Sir,

We, M/s (*Name of the manufacturer*) having registered office at (*Address of the manufacturer*) by virtue of being manufacturer for (*Name of the product/s*), hereby authorise M/s (*Name of the bidder*) having their office at (*Address of bidder*) to submit quote, negotiate, supply, provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/s (*Name of the manufacturer*) within the scope of requirement as per the tender mentioned above through its authorized partner M/s (*Name of the bidder*) shall provide support & product warranty services for a minimum period of 1 year from the date of supply at Dhaka.

The undersigned is authorized to issue such authorization on behalf of M/s (*Name of the manufacturer*).

For M/s (*Name of the manufacturer*)

Signature & company seal

Name.....

Designation.....

e-mail.....

Mobile No.....

NOTIFICATION OF AWARD

Contract No: _____ Date: _____
To:
[Name of Contractor]

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of Tk *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Employer]*.

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security within fourteen (14) days, and signing the Contract Agreement within twenty-one (21) days,

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorised to sign for and on
behalf of *[name of Procuring Entity]*

Date:

CONTRACT AGREEMENT

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Employer] (hereinafter called “the Employer”) of the one part and [name and address of Contractor] (hereinafter called “the Contractor”) of the other part:

WHEREAS the Employer invited Tenders for certain works, viz, [brief description of works] and has accepted a Tender by the Contractor for the execution of those works in the sum of Taka [Contract price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. the signed Contract Agreement;
 - b. the letter of Notification of Award
 - c. the completed Tender Submission Sheet as submitted by the Tenderer;
 - d. the Drawings,
 - e. the priced Bill of Quantities as submitted by the Tenderer;
 - f. Scope of Work, and
 - g. Performance Guarantee
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Employer:

For the Contractor:

Signature

Print Name

Title

In the presence of

Name

Address

Section – V

**Format for Submitting the Price Schedule for supply of 50 Sunflame 4
Burner Glass Gas Stoves to
High Commission of India, Dhaka**

BID No. DAC/ADM/862/01/2013

Date:2013

Price Schedule

Name of firm	Address for correspondence	Contact Details	Unit Price (in BD Taka)	Total Price (in BD Taka)
1	2	3	4	5

Note: 1. Above quoted prices for Air-Conditioners are complete in all respect as per technical specifications inclusive of all taxes & duties, packing, forwarding, transit insurance, loading & unloading, transportation, installation & other charges etc.

2. Certified that rates quoted for Air-Conditioners are as per specifications, terms & conditions mentioned in the tender document.

Yours faithfully,

(Signature of Authorised Signatory)

Name & Designation:

Company seal: