

**High Commission of India,
Dhaka, Bangladesh**
www.hcidhaka.gov.in

Date: 11 August, 2016

**Tender for supply of one baggage X-ray
scanner (Model Rapiscan 622XR) to High
Commission of India, Dhaka**

Tender No.: DAC/ADM/871/04/2015/2

Last date for submission of bids: Tuesday, 17 Aug, 2016

Section-I : Invitation for bids (IFB)

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**No.DAC/ADM/871/04/2015
HIGH COMMISSION OF INDIA
Dhaka**

TENDER NOTICE

High Commission of India, Dhaka (HCI) invites sealed quotations from eligible firms for supply of one baggage X-ray scanner (Model Rapiscan 622XR) to High Commission of India, Dhaka.

2. Tender document can be obtained from the Administrative Wing, HCI, Dhaka between 10 a.m. and 5.00 p.m. on all working days w. e. f. 11 August, 2016 on payment of BDT 500/-. It may also be downloaded from the Mission's website www.hcidhaka.gov.in **BDT 500/- 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.**

3. The sealed quotations **would be accepted till 5.30 p.m. on 17 August, 2016.** EMD Pay Order/Demand Draft of **Taka 10,000 (BDT Ten 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 one baggage X-ray scanner (Model Rapiscan 622XR) to High Commission of India, Dhaka**" in the tender box kept at the Reception of the Mission. **The sealed quotations would be opened on Wednesday, 18 August, 2016 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.

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

**First Secretary
(Head of Chancery)
11 August, 2016**

SECTION I: INVITATION FOR BIDS

1. HCI, Dhaka invites sealed bids from eligible bidders for tender for supply of one baggage X-ray scanner (Model Rapiscan 622XR) to High Commission of India, Dhaka as per Schedule of Requirements.

2. Contact information –
Smt Arundhati Das,
First Secretary (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 11 August, **2016 up to 1730 Hrs**

b. Bids will be opened on **18 August, 2016 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. Timeline for services to be provided

Upon award of the tender, the firm will have to complete the work within 2 months.

2. Locations of work

Indira Gandhi Cultural Centre, House No 120, Road No 2, Dhanmondi Residential Area, Dhanmondi, Dhaka.

3. Work order and Release of Payment

The Work order and payment thereof 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 **BDT 50,000 (BDT fifty 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. 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.

8. 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.

9. 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.

10. AWARD OF CONTRACT

Award Criteria:

a. HCI, Dhaka shall award the contract to the eligible bidder whose 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.

11. Purchaser's Right to amend Scope of Work

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

12. 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.

13. The High Commission reserves the right to accept or reject any or all the Tenders without assigning any reasons whatsoever.

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

- a. The price quoted shall be considered firm and no price escalation will be permitted during the period of the contract.
- 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 exclusive of VAT but inclusive of all other applicable taxes and charges.

2. If the ordered goods are required to be imported, the bidder should quote the rate without custom duty applicable for the goods. Mission will arrange required exemption certificate and give it to the bidder for further clearance. In this case, High Commission of India should be mentioned as "NOTIFY PARTY"

3. **Payments:** Payment will be made on monthly basis against the bill to be submitted by the firm for services provided by it on expiry of each month of service.

4. The tenderers shall submit documentary evidence in respect of their financial and technical capabilities as quoted by them.

5. The tenderer can submit only one tender; a tenderer who submits more than one tender will be disqualified.

6. Penalty for delayed Services:

- a. HCI reserves the right to levy penalty @ of 2% of price quoted for per day of delay beyond the date intimated by the Mission to the firm to complete the work.
- b. HCI reserves the right to cancel the order in case the delay is more than 7 days.
- c. HCI reserves the right to revoke the contract at any time if the services rendered are not found satisfactory during the period of Contract.

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

Item Required-- Rapiscan baggage x-ray, model 622XR

All technical specification to be same as per manufacturer listing, however, broad physical specifications is as under:

- Tunnel Size
620 mm (W) x 420 mm (H) (24.4 x 16.5 in.)
 - Length
2,082 mm (82.0 in.)
 - Width
840 mm (33.1 in.)
 - Height
1,382 mm (54.5 in.)
- i. Firm must be based in Dhaka.
 - ii. Firm must have valid VAT registration certificate from the concerned department.
 - iii. Firm must have up to date Trade License.
 - iv. Firm must have a certificate of incorporation.

The Tenderer must include, as a part of his tender, attested copy of documents mentioned in Sl. No. (i) to (iv), to establish his qualifications to perform the Contract.

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 BDT [Amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderer 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 priced Bill of Quantities as submitted by the Tenderer; and
 - e. Scope of Work
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 and fixing of concertina wire and fiber sheet as view cutter over the boundary wall of Indira Gandhi Cultural Centre, Dhanmondi, Dhaka

ID No. DAC/ADM/871/04/2015, 11 August, 2016

Price Schedule

Job Title	Name of firm	Address for correspondence	Contact Details	Total Price (BDT)
1	2	3	4	5

Note:

1. Above quoted prices for the work are complete in all respect as per technical specifications inclusive of all taxes & other charges etc.
2. Certified that rates quoted are as per specifications, terms & conditions mentioned in the tender document.

Yours faithfully,
(Signature of Authorised Signatory)
Name & Designation:
Company seal: