



**Assistant High Commission of India,  
Chittagong, Bangladesh**

**[www.ahcichittagong.gov.in](http://www.ahcichittagong.gov.in)**

**Tender for supply and Installation of one unit Door Frame  
Metal Detector (DFMD) to Assistant High Commission of  
India, Chittagong**

**Tender No.: CHIT/ 815/01/2019**

**Date: 03 August 2020**

**Last date for submission of bids: 26 August 2020**

**Assistant High Commission of India Plot No. 2111,  
Zakir Hossain Road, Khulshi, Chittagong - 4225.**

**No. Chit/815/01/2019**  
**Assistant High Commission of India, Chittagong**  
**Administration Wing**

Dated: 03.08.2020

**NOTICE INVITING TENDER**

Assistant High Commission of India, Chittagong invites Tender under two bid system from registered and authorized firms/service agencies for supply and Installation of one unit Door Frame Metal Detector (DFMD) to Assistant High Commission of India, Chittagong at Plot No. 2111, Zakir Hossain Road, Khulshi, Chittagong - 4225.

2. The tender document can be downloaded from the websites <http://www.eprocure.gov.in> or <http://www.ahcichittagong.gov.in> **from 03 August, 2020 to 26 August, 2020**. BDT 1,000.00 will be charged for the tender documents, in case, a firm has downloaded the tender document from the official website of the Assistant High Commission of India, Chittagong, i.e. [www.ahcichittagong.gov.in](http://www.ahcichittagong.gov.in). Please note that any corrigendum/addendum in the above tender document, if required, will be hosted in the website of the Assistant High Commission of India, Chittagong as given above.

3. The interested firms/service agencies should submit the bids in two separate sealed covers, super scribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a single enveloped super scribed as "Tender No.CHIT/815/01/2019 for supply and Installation of one unit Door Frame Metal Detector (DFMD)" and addressed to "Attache(Admn.), Assistant High Commission of India, Chittagong at Plot No. 2111, Zakir Hossain Road, Khulshi, Chittagong-4225". The envelope should then be dropped at the Reception of the Assistant High Commission of India, Chittagong at the address given above. Please note that tender document will not be accepted after the expiry of stipulated date and time for the purpose under any circumstances.

4. The Earnest Money Deposit (EMD) of BDT 50,000/- (BDT Fifty thousand only) in the form of Account Payee Demand Draft/Pay Order drawn in favour of "**Assistant High Commission of India, Chittagong**" is required to be submitted along with tender bids (should be in separate envelope). Bids shall not be considered in case the EMD is not submitted and would be rejected summarily.

5. The Technical Bids will be opened on 27/08/2020 at 16:00 hrs. by a Committee authorized by the Competent Authority of the Assistant High Commission. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose.

6. The Competent Authority reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the competent authority of the Ministry shall be final and binding.

(Anindya Banerjee)  
Assistant High Commissioner  
Tel No. +88-031-654148

**LETTER OF BID**

Dated: ..... , 2020

To,  
Shri. Anindya Banerjee  
Assistant High Commissioner  
Assistant High Commission of India, Chittagong  
Plot No. 2111, Zakir Hossain Road, Khulshi, Chittagong-4225

Ref: Invitation for Bid No. No.CHIT/815/01/2019 dated 03.08.2020

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,

We offer to execute in conformity with the Bidding Documents for supply and Installation of one unit Door Frame Metal Detector (DFMD) at the Assistant High Commission of India, Chittagong, Plot No. 2111, Zakir Hossain Road, Khulshi, Chittagong-4225.

2. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

3. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

4. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

5. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,  
Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)  
Full Name and Designation  
(To be printed on Bidder's letterhead)

DATES TO REMEMBER

SI. No.	Events	Date
1.	Tender Publish Date	03.08.2020
2.	Bid submission start date	04.08.2020
3.	Bid submission end date	26.08.2020 (upto 1600 hrs)
4.	Opening of Technical Bids	27.08.2020 (at 1600 hrs)*
5.	Opening of Financial Bids (of only those who qualify in the minimum eligibility criteria)	Date to be intimated later* (of only those who qualify in the Minimum eligibility criteria)

\*Note: "The bids will be opened in the Conference Room, Assistant High Commission of India, Chittagong, Plot No. 2111, Zakir Hossain Road, Khulshi, Chittagong-4225."

1. **GENERAL INSTRUCTIONS**

- 1.1 For the Bidding/Tender Document Purposes, the Assistant High Commission of India, Chittagong shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
- 1.2 The tender document can be downloaded from the websites of <http://www.eprocure.gov.in> OR <http://www.ahcichittagong.gov.in> from 03/08/2020 onwards. The last date of submission of bids is 26.08.2020 till 16:00 hrs.
- 1.3 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.
- 1.4 The bidder shall submit the copy of the authorization letter/Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.6 The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, Assistant High Commission of India, Chittagong.
- 1.7 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the Assistant High Commission of India, Chittagong. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

## **SECTION- I: INVITATION FOR BIDS (IFB)**

1. The Assistant High Commission of India, Chittagong invites sealed bids from eligible bidders for supply and Installation of one-unit Door Frame Metal Detector (DFMD) as per the following specifications: -

### **Technical Specifications**

### **Units**

#### **S. No One unit of Door Frame Metal Detector (DFMD)**

**01**

- |                                  |   |
|----------------------------------|---|
| 1. Technology                    | : Suitable latest technology  |
| 2. Dimensions                    | : Detection area<br>Height: Not less than 205 cm<br>Width: 72-80cm<br>Depth: 57-60cm  |
| 3. No. of Zones                  | : Single zone   |
| 4. Operational Frequencies       | : User Selectable   |
| 5. Sensitivity                   | : Adjustable  |
| 6. Zone sensitivity & adjustment | : Single zone along with minimum 05 frequencies   |
| 7. Metal Detection               | : (1) Should detect<br>(a) Ferrous, Nonferrous, Ferrite & Alloys.<br>(b) Uniformly in entire frame area.<br>(c) In all orientation and<br>(d) In walking speed of interception  |
| 8. Alarm                         | : Audible alarm on detection with adjustable volume.  |
| 9. Display                       | : Back lit LED display.   |
| 10. False Alarm rate             | : Less than 3%  |
| 11. Interference suppression     | : (a) Should not interfere with adjacent installed DFMDs within a distance of 1 ft.<br>(b) Should not be affected by opening/closing of a metallic gate in vicinity.<br>(c) Should not be affected by heavily reinforced floors/roof tops/walls.<br>(d) Should not be affected by external RF transmission and EMI (Electro-Magnetic Interference), (supported by Test certificates from NABL or other accredited labs from the country of origin of the equipment. |
| 12 Capacity                      | : 20 persons or more per minute Adjustable Traffic count is throughput rate acceptable  |

13. Power Supply:
  - (a) 220 VAC 50 Hz mains  $\pm$  10%
  - (b) Rechargeable maintenance free internal battery or minimum 10 hrs. operation with inbuilt charger (external batteries will not be accepted)
  - (c) Audio Visual low Battery Indicator
  - (d) Instrument should also work in case of without battery backup through power supply.
14. Calibration: Inbuilt auto calibration capability
15. Safety :
  - (a) The bidder shall submit a certificate from any reputed laboratory regarding its adverse effects on human and machines. Harmlessness to magnetic media and heart pacemaker, pregnant women.
  - (b) Should conform to international standards of safety/ radiations.
  - (c) Should be Data safe.
16. Self-Diagnostics: User- friendly self- testing diagnostic to identify faulty condition.
17. Operating Ambience: Temperature- From 5-degree C to 55-degree c  
Humidity- Up to 95% Non-condensation.
18. Control panel :Easily accessible, modular design with standard plugs and connectors. Adjustable control should only be activated on the insertion of a removable key or by password.
19. Construction : Lightweight, Rigid, laminated side panels and cross piece, ABS plastic boots for panel protection. Base wheels for easy mobility & should be waterproof/weatherproof and usable at outdoor locations. It should have a floor panel to attach both side panels to give & rigidity to the machine.
20. Warranty : Warranty for 3 years. Sufficient spares should be available in stock with the supplier from the manufacturer and certificate for availability of spares in Chittagong for at least 7 years after the warranty period.
21. Accessories :
  - i) One test sample for each machine for testing during commissioning and during maintenance.
  - ii) Training tools – charts, slides, training brochure, training work, model blow up diagram, video films on demonstration and use etc.
  - iii) Technical manual giving full description of the item. Practical training at least 4 times in a year continuing during warranty period.
  - iv) User's handbook and literature on preservation/maintenance as applicable.

v) Procedure for packing, handling, transportation, storage and battery replacement.

Counters : Counting of number of persons passing the sensing zone- inbound/outbound.

2. **Contact information:**

**Shri Anindya Banerjee**  
**Assistant High Commissioner**  
**Assistant High Commission of**  
**India Chittagong, Bangladesh**  
Email: [hoc.chittagong@mea.gov.in](mailto:hoc.chittagong@mea.gov.in)

3. **Two bid System:**

The two bid system will be followed for this tender. In this system, bidder must submit his offer in two separate sealed envelopes as explained below:

**Envelope No. 1: "Technical Bid" shall contain:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form, duly filled and signed & stamped.
- c. **Earnest Money Deposit of BDT 50,000/-**
- d. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 above.
- e. The bidder must submit plan/arrangement for installation and warranty services/after sale services to be provided at site.
- f. Detailed technical specifications make & model, part number and compliance to the Schedule of Requirement for which bid is submitted.
- g. The bidder should submit an undertaking to the effect that a Performance Bank Guarantee (PBG) of 10% of the order value will be submitted in case the Assistant High Commission of India, Chittagong decides to place the Purchase Order with them.
- h. Other related documents e. g. Trade License etc. as mentioned in the tender document but not listed here.



**Envelope 2: "Financial Bid" shall contain:**

**Price Schedule (Annexure-2)** complete in all respects with proper seal and signature of authorized person. Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope no. 1-Technical Bid" and "Envelope no. 2 - Financial Bid". Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "Technical Bid & Financial Bid" for supply and Installation of one unit of Door Frame Metal Detector (DFMD) and addressed to "**Assistant High Commissioner" Assistant High Commission of India, Chittagong, Bangladesh.**

**Note 1:** Please write tender number on each envelope and seal all the envelopes.

**Note 2:** Please do not put "Financial Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid, the tender will be rejected.

**4. Opening of Technical Bids:**

- a. All the technical bids received by the Assistant High Commission of India, Chittagong will be opened on 27 August, 2020 at 1600 hrs in the Conference Room, Assistant High Commission of India, Chittagong.
- b. After being opened, the Technical Bids will be evaluated, by the Assistant High Commission of India, Chittagong, based on the available documents submitted by the bidder.
- c. After evaluation of the Technical Bids, the Assistant High Commission of India, Chittagong will intimate the date for opening of the Financial Bids of only those bidders who qualify at Technical Bid stage.
- d. Financial Bids of those bidders who do not qualify at Technical Bid stage will be returned to the respective bidders un-opened.

**5. Opening of Financial bids:**

- a. Financial bids of the short-listed bidders only will be opened, in the presence of the bidders or their authorized representative, who choose to attend, **date to be intimated later.**
- b. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the financial bid opening.
- c. The bidder 's name, bid prices, discounts and such other details considered as appropriate by the Assistant High Commission of India, Chittagong will be announced at the time of the opening of the bids.
- d. **Technically accepted competitive bids ONLY will be considered for the opening of Financial Bids.**

## **SECTION II: INSTRUCTIONS TO BIDDERS (ITB)**

### **1. Implementation/Timelines**

The supply and installation must be completed within 03 weeks, after placement of purchase order.

### **2. Location for the Supply and Installation**

The equipments covered by this document are required to be supplied and installed at Assistant High Commission of India, Chittagong, Plot No. 2111, Zakir Hossain Road, Khulshi, Chittagong-4225, Bangladesh.

### **3. Order Placements and Release of Payment**

The Purchase Order and payment shall be processed by **“Assistant High Commissioner, Assistant High Commission of India, Chittagong”**

### **4. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, The Assistant High Commission of India, Chittagong 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 Earnest Money Deposit of BDT 50,000/- (BDT fifty thousand only) in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favor of **“Assistant High Commission of India, Chittagong”** has to be submitted along-with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months.
- (b) No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Ministry in respect of any previous work shall be entertained.
- (c) Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the Assistant High Commission of India, Chittagong.
- (d) The bids without Earnest Money Deposit will be summarily rejected.
- (e) No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.
- (f) **The bid security may be forfeited:**
  - (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder

- (a) fails to sign the contract in accordance with the terms of the tender document;
- (b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
- (c) Fails or refuses to honor his own quoted prices for the services or part thereof.

## **6. PERIOD OF VALIDITY OF BIDS**

- (a) Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- (b) In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- (c) The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

## **7. PREPARATION OF BIDS**

- (a) Language: Bids and all accompanying documents shall be in **English** only. The technical as well as the financial bids should be submitted in two sets – one original and one copy.

## **8. SUBMISSION OF BIDS**

The Bidding firms have to submit the tenders in two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted to Assistant High Commissioner, Plot No. 2111, Zakir Hossain Road, Khulshi, Chittagong-4225. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. 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 sealed envelopes as described below:

ENVELOPE 'A'	Technical bid
ENVELOPE 'B'	Financial Bid

- (b) No Bid shall be accepted after the specified date and time. However, the Competent Authority in the Assistant High Commission of India, Chittagong reserves right to extend the date / time for submission of bids, before opening of the Technical Bids.

## **9. BID OPENING PROCEDURE**

- (a) The Technical Bids (Envelope A) shall be opened in the Conference Room of the Assistant High Commissioner, Assistant High Commission of India, Chittagong on **27/08/2020 at 16:00 hrs** in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Assistant High Commission of India, Chittagong. After evaluation

of Technical Bids, a list of qualified bidders will be prepared by the Assistant High Commission of India, Chittagong. The Financial bids (Envelope 'B') will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/fax.

- (b) The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- (c) 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, the time remaining unaltered.
- (d) A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- (e) Absence of bidder or their representative shall not impair the legality of the opening procedures.
- (f) After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

**10. CLARIFICATION ON TECHNICAL BID EVALUATION.**

- (a) The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- (b) If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- (c) Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause Section III, para (2)

### **SECTION III: MINIMUM ELIGIBILITY CRITERIA**

1. The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process: -
  - (a) **Legally Valid Entity:** The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by City Corporation to do business in Chittagong. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.
  - (b) **Registration:** The Bidder/Bidding Firm must have VAT registration with the concerned authority. The proof in support of the same shall be attached with the bid documents.
  - (c) **Experience:** The Bidder shall have experience in providing maintenance services for Embassies /High Commissions /Government Ministries /Departments /Public Sector Companies /reputed corporate organization /multinational companies.
  - (d) **Company profile/information regarding key personnel:** The bidding company shall also include in its bid, as per proforma at Annexure-7 of this document, details about the company and about its key personnel.
2. Documents supporting the Minimum Eligibility Criteria:
  - (i) As proof of having fully adhered to the minimum eligibility criteria under section III, 1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents.
  - (ii) As proof of having fully adhered to minimum eligibility criteria under section III, 1 (b), attested copy of VAT registration certificate should be attached with the bidding document.
  - (iii) As proof of having fully adhered to minimum eligibility criteria under section III, 1 (c), attested copies of experience certificates for completed work / ongoing work issued by the Foreign Embassies/High Commissions/ Government Ministries/ Departments/ Public Sector Companies/ reputed corporate organization/ multinational companies shall be attached with bid document.
  - (iv) As proof of having fully adhered to minimum eligibility criteria under section III, 1 (d), copies of supporting documents for company profile/information about key personnel may be provided along with Annexure-6 of this tender document.

## **SECTION IV: PERFORMANCE SECURITY (PS)**

### **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 **Annexure -2** of this document.
- c. All amounts are to be quoted only in Bangladeshi Taka.
- d. The prices quoted should be inclusive of freight, insurance, packing, distribution, after sales service.

### **2. 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 15 days of receipt of Purchase Order, as per the format attached to this document (Refer Annexure-5). This bank guarantee shall remain valid till the completion of warranty period.

### **3. PERFORMANCE SECURITY (PS):**

- (a) The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favor of 'Assistant High Commission of India, Chittagong', payable at Chittagong in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.
- (b) The Performance Security will be forfeited by order of the Competent Authority in Mission 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. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.
- (c) If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Ministry shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- (d) On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

**4. Warranty:**

All the items supplied shall carry minimum 03 years (Three years) on site comprehensive warranty from the date of Installation & Commissioning. The bidder must undertake to provide the installation and warranty service at Chittagong. The repairing/rectification/replacement/configuration required, if any, of the items under warranty must be done at on site workshop.

**5. Payments:**

- a. 70% of the payment will be made on delivery of material and production of claim with supporting document.
- b. Payment of 20% against successful installation & commissioning as per contract document and to the satisfaction of Assistant High Commission of India, Chittagong.
- c. Balance 10% payment will be made on the completion of warranty period or against submission of Bank Guarantee of equivalent amount from any bank valid for the entire period of warranty.

**6. Penalty for delayed Services:**

- a. The Assistant High Commission of India, Chittagong reserves the right to levy penalty @ of 1 % of order value per week of delay beyond the scheduled deliveries/execution of the order successfully, subject to maximum of 5% of the order value.
- b. The Assistant High Commission of India, Chittagong reserves the right to cancel the order in case the delay is more than 02 weeks.
- c. The penalties, if any shall be recovered from the 20% claim due after installation & commissioning.

**7. Force Majeure:**

The Assistant High Commission of India, Chittagong 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.

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### **Other Conditions, Force Majeure & Penalty Clause**

- (a) The Company should submit precise profile of its key clients along with details of services provided.
- (b) Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- (c) The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's premises as stated in the eligibility criteria.
- (d) Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be Contractor's responsibility. In case of any dispute the decision of Assistant High Commission of India, Chittagong shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

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**Tender Submission Sheet**  
**(To be submitted with the Financial bid only)**

Invitation for Tender No:

Date:

Tender Name:

To:

*[Name and address of Employer]*

We, the undersigned, offer to execute and complete in conformity with the Conditions of Contract and associated Contract Documents including Addenda Nos. .... and maintain the whole of the said works at the rates quoted against each items in the Bill of Quantities.

The total price of our Tender is:

Tk.: [insert value in figures)

[Insert value in Words]

Our Tender shall be valid for the period stated in the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security for an amount of Tk. --  
----- only is attached in the form of a *[state pay order, bank draft]* valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the ITB and valid for a period of 28 days beyond the date of issue of the Defect Liability Certificate of Works.

We declare that the Government of Bangladesh has not declared us, and any Subcontractors or Contractors for any part of the Contract ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices.

We are not participating as Tenders in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of the Tender.

**Format for submitting the Price Schedule for supply and Installation of one unit of Door Frame Metal Detector (DFMD) to the Assistant High Commission of India, Chittagong**

**(To be submitted along with the financial bid only)**

BID No. Tender No.CHIT/815/01/2019

Date: .....

To,

**Assistant High Commissioner**

Assistant High Commission of India, Chittagong

Plot No. 2111, Zakir Hossain Road, Khulshi, Chittagong-4225

Bangladesh

**Price Schedule**

<b>SL. No.</b>	<b>Item</b>	<b>Total Bid Quantity</b>	<b>Total Price (in Taka)</b>
1	2	3	4
1	<b>One unit of Door Frame Metal Detector (DFMD)</b>	<b>1 (One)</b>	

**Note:**

Above quoted price for supply and Installation of one unit of Door Frame Metal Detector (DFMD) is complete in all respect as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

**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 Tenders 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 and signing the Contract Agreement within Seven (7) days.

We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorized 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 Tender;
  - d. the priced Bill of Quantities as submitted by the Tender;
  - e. Scope of Work, and
  - f. Performance Bank 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

In the presence of Name

Address

**PROFORMA OF BANK GUARANTEE**  
(on non-judicial paper of appropriate value)

To,

**Assistant High Commissioner  
Assistant High Commission of India, Chittagong  
Bangladesh**

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Purchase Order No. \_\_\_\_\_ Dated \_\_\_\_\_ been placed by AHCI, Chittagong 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.

AHCI, Chittagong 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 AHCI, Chittagong under any security(ies) now, or hereafter held by the AHCI, Chittagong 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 AHCI, Chittagong hereunder or of prejudicing right of the AHCI, Chittagong against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the AHCI, Chittagong 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,

For (Name of Bank)

SEAL OF THE BANK  
Authorized Signatory

**(On the letterhead of the bidding company)**

**To,  
The Assistant High Commissioner  
Assistant High Commission of India, Chittagong  
Bangladesh.**

**UNDERTAKING**

I, \_\_\_\_\_, of M/s. \_\_\_\_\_, having registered office at \_\_\_\_\_, do hereby undertake that my company, M/s. \_\_\_\_\_, will not withdraw or modify its bids from Tender No. CHIT/815/01/2019 dated 03/08/2020 for the 'Supply and Installation of one-unit Door Frame Metal Detector (DFMD) to Assistant High Commission of India, Chittagong' during the period of validity of the bids.

I further undertake to have understood that if my company M/s. \_\_\_\_\_ Enterprise withdraws or modifies its bids or if it fails to sign the contract or fails to submit a performance security before the stipulated deadline if the work is awarded to it, M/s. \_\_\_\_\_ will be suspended for a specified time period from being eligible to submit bids for contracts with the Assistant High Commission of India, Chittagong.

**Place :**

**Date :**

**CONTACT DETAILS FORM**

**Bidder's description format summary**

Name of the Bidding Firm

Name of Partner(s) & Nationality

Name of the Authorized Signatory

Nationality

Passport No.

E-Mail ID

Telephone No.

Fax No.

Year of Incorporation

Registration No.

Service tax no.

Registered Office & Address



Branch offices in (with address and Contact details) if any	
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Average Annual turnover in the <i>last five</i> financial years	
---	--

Total Staff Strength <i>with Nationality of Employees</i>	
---	--

Total Technical staff percentage	
----------------------------------	--

Nationality of Staff working in Company and to be deputed for work	
--	--

*(National of India or friendly country)*

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY  
(With ID proof/supporting documents)

1.

2.

3.

4.

5.

## **Bidder information**

**(More detailed information on the following aspect may be given in typed form)**

- **Business background**
- How many years has your firm been in business? How many years under its present business name?
- Attach a current organizational chart and include the total number of employees in your firm in AAA, by various locations.
- **Claims and Suits (Explain any “Yes” answers)**
- Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?
- Has your firm ever failed to complete work awarded to it?
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
- Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?
- **Financial Information**
- Please provide copies of your firm’s audited financial statements (income statement, balance sheet, cash flow statements) for the last 3 years.
- How long has your company been providing the services outlined in this Tender? Please list contact names and phone number for three (3) companies with which you have entered into facilities/property management contracts, and include a brief description of the scope covered under each.
- Please list your top five (5) customers and indicate what % of your business they represent.
- Who are your bankers?