

Invitation for Tender (ITB) (Tender Document/Schedule)

Description of Goods: Supply of Hanging Festoon for Rally at Union Level.

DATE: 21 September 2017

REFERENCE: WAVE Foundation/Procurement/AVCBP II/ 1361(2) / 2017

To
Bidder Name: X

Address: Y

Dear Respected Bidder,

The WAVE Foundation is hereby requesting you to submit your bid proposal for Supply of Hanging Festoon for Rally for the district level Offices as detailed in **Annex-I** of this Tender Document.

Tender must be submitted on or before **07 day, October 2017; 4:30 pm** via **courier mail/hand delivery** to the address below:

Executive Director, WAVE Foundation, 3/11 Block-D, Lalmatia, Dhaka 1207.

Tender should be submitted in sealed envelopes in the above mentioned location marked clearly with **“Tender for Supply of Hanging Festoon for Rally for Union Level.**

It shall remain your responsibility to ensure that your Tender will reach the address above on or before the deadline. Tenders that are received by WAVE Foundation after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the supply of the above mentioned good/s:

Exact Address of Delivery Locations	As per Annex-I	
Latest Expected Delivery Date and Time	30 October, 2017 by 5.00 Pm.	
Packing Requirements	Secured and safe packing as necessary to avoid any damage or defect	
Mode of Transport	<input checked="" type="checkbox"/> LAND	<input type="checkbox"/> OTHER
Preferred Currency of Tender	<input checked="" type="checkbox"/> Local Currency: BDT (Taka)	
Value Added Tax on Tender Price	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	
After-sales services required for one year	<input type="checkbox"/> Warranty (Bidder will have to check/tick mark the box, if agreed).	
Deadline for the Submission of Tender	07 October 2017	
Bid Opening	Received bid will be opened on the date of last submission and declare the offered price as well as the total number obtained bid in presence of interested bidder, if any.	

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Price Tender, Bill/Invoice from Supplier side, shall be in this language	<input checked="" type="checkbox"/> English (Technical Specification and other correspondence from/to Suppliers may be in Bangla).
Documents to be submitted for Eligibility Criteria	<ol style="list-style-type: none"> 1. Bidders must have legal capacity to enter into Contract. Bidder, in support of its qualification must be submitted certified photocopies of latest documents related to valid Trade License, Tax Identification Number (TIN), VAT Registration Number and Financial Solvency Certificate from any scheduled Bank; without which the Tender may be considered non-responsive. 2. The Tenderer shall have a minimum of 03 years' overall experience in production or supply of similar type of Hanging Festoon and have own manufacturing facility with country-wide familiarity and reputation. (Relevant documents must be attached). 3. The Tenderer shall have successfully completed minimum 02 (two) number of supply contract for similar nature of goods and related services within last three (03) years (Relevant documents/work order/contract with value, quantity and description of goods must be attached). 4. Statement of satisfactory performance from the Top/largest 2 Clients in terms of Contract Value in the past 5 years of which at least one contract's value shall be more or equal to Taka 1 (One) lac. (Copies of Contract/Purchase Order with completion certificate must be attached). 5. The minimum amount of liquid asset or working capital or credit facility is Tk. 03 (Three) lac supported by the certificate issued from scheduled bank. (Relevant documents must be attached). 6. Tender Security: Pay Order/Bank Draft (as applicable) for an amount of Tk.25,000/- against submission must to be enclosed in favour of WAVE Foundation along with Bid proposal to substantiate the proposal. This Pay Order/Bank Draft will be released within 15 days after awarding the contract to the qualified lowest bidder. <p>N.B: All Prospective bidders must submit above documentation to substantiate the above eligibility criteria. Failure to do so shall result in disqualification.</p>
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 120 days In exceptional circumstances, WAVE Foundation may request the Vendor to extend the validity of the Tender beyond what has been initially indicated in this Tender Document. The Proposal shall then confirm the extension in writing, without any modification what so ever on the Tender document.
Partial Bid	<input checked="" type="checkbox"/> Permitted. <input checked="" type="checkbox"/> WAVE Foundation will have the authority to allocate work order partially and vendor is obligated to serve it.
Payment Terms	<input checked="" type="checkbox"/> 100% upon full delivery as per Terms and Conditions under Annex-IV .
Performance Security	<input checked="" type="checkbox"/> Required (the awarding vendor must submit 10% (Ten Percent) of total award amount as performance security in the form of Bank Guarantee as per Annex-VII . before receiving the Purchase Order/Contract. This Bank Guarantee will be released within 30 days after successful delivery of goods.
Liquidated Damages	1% per week on the total value of delayed delivery. In case the delay is more than 1.5 months the PO might be cancelled.

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Evaluation Criteria	<input checked="" type="checkbox"/> Full compliance to eligibility requirements, Technical responsiveness and lowest price <input checked="" type="checkbox"/> Full acceptance of the Purchase Order (PO)/ Terms and Conditions of the Contract <input checked="" type="checkbox"/> Others: Bid Validity, Delivery Period etc. <input type="checkbox"/>
Procuring Entity will award to:	<input type="checkbox"/> One Supplier.
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order (PO) <input type="checkbox"/> Other Type/s of Contract (as per Annex-V)
Special conditions of Contract	<input type="checkbox"/> Poor quality/unacceptable delivery and failure to do necessary corrections/replacements as requested by procuring entity will result in cancellation of the PO.
Conditions for Release of Payment	<input type="checkbox"/> Written acceptance of goods based on full compliance with PO requirements after full delivery at delivery point.
Annexes to this Tender Document	<input type="checkbox"/> Annex I: List and Address of Delivery Locations <input type="checkbox"/> Annex II: Price Schedule for Goods and Related Services <input type="checkbox"/> Annex-III: Description / Specifications of Goods <input type="checkbox"/> Annex-IV: Terms and Conditions for Supply of Goods and Payment <input type="checkbox"/> Annex-V: Tender Submission Letter <input type="checkbox"/> Annex-VI: Contract Agreement <input type="checkbox"/> Annex-VII: Bank Guarantee for Performance Security <input type="checkbox"/> Others: Annex-VII (Address of District office for delivery)
Contact Person for Inquiries (Written inquiries only)	Monzurul Hasan Member Secretary Procurement Committee, Dhaka Office, WAVE Foundation Cell No +88 01713-337575

Instructions to Tenderers:

1. Tender shall be prepared and submitted using this 'Tender Schedule'.
2. Tender Schedule shall be completed properly, duly signed-dated on each page by the authorized signatory and submitted by the date to the office as stated above.
3. Bid to be submitted for every item is must. Bid will be evaluated based submitted price and documents.
4. Goods offered shall be reviewed based on completeness and compliance of the Bid with the minimum specifications described above and any other annexes providing details of WAVE Foundation's requirements.
5. The Tender that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.
6. Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by WAVE Foundation. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on WAVE Foundation's re-computation and correction of errors, its Tender will be rejected.

Thank you and we look forward to receiving your Tender.

Sincerely yours,



Mohsin Ali
Executive Director



Annex I: List and Address of Delivery Locations

District wise quantity of Hanging festoon to be delivered at respective WAVE-AVCB II District office as per below Table:

Sl #	Name of District	Name of Upazillas	Qty for each District	Address of WAVE-AVCB II District Office (Delivery Place)	Remarks (if any)
1.	Barguna	Amtoli	50	As stated in Annex-VII	District wise quantity to be delivered at respective WAVE District office.
		Bamna			
		Betagi			
		Pathorgata			
2.	Bhola	Borhanuddin	96	Do.	
		Charfashion			
		Lalmohan			
		Manpura			
		Tajmuddin			
3.	Patuakhali	Baufal	90	Do.	
		Galachipa			
		Mirzaganj			
		PatuakhaliSadar			
4.	Bagerhat	Chitolmari	84	Do.	
		Fakirhat			
		Kachua			
		Mongla			
		Rampal			
		Shoronkhola			
5.	Khulna	Dakope	82	Do.	
		Dhiglia			
		Koira			
		Paikgacha			
		Fultola			
		Rupsha			
6.	Satkhira	Asasuni	94	Do.	
		Kaliganj			
		Shamnagar			
		Tala			
Total	06	29	496		

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Annex II: Price Schedule of 'Hanging Festoon for Rally'

Name of Project: Activating Village Courts in Bangladesh Phase II Project.

Name of Organization: WAVE Foundation

Sl.	Items to be Supplied	Description / Specifications of Goods	Quantity	Unit Price (BDT)	Total Price (BDT)
1	2	3	4	5	6
1.	Hanging Festoon for Rally	DO	496 Pcs		
	Total Prices of Goods				
	Add: Cost of Transportation (if any)				
	Add: Other Charges (please specify, if any)				
	Grant Total:				

(In word: Only.)

Note 1: Price shall include all duties, VAT and other taxes (as applicable if Contract is awarded) and shall be the delivered price in final destination or at point of delivery.

Note 2: The Tenderer will complete these columns (Col#5 and 6) as appropriate.

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Annex-III: Description / Specifications of Goods

Specifications of Hanging Festoon for Rally

SL. No	Particulars	Size	Qty	Specifications
1.	Hanging Festoon	Size : 3.5 feet x 7 feet (final output)		Medium/Paper : PVC (280 gsm) Printing : Four colour Ink : Ultra-violate Copy Editing & Proof Reading : Bidder Design and layout : Bidder Installation : Top-Bottom PVC pipe; <i>goolti</i> ; top-side-thread

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Terms and Conditions for Supply of Goods and Payment

1. The Purchase Order will constitute the Contract and Terms and Conditions contained herein as well as in this schedule shall be binding upon both Procuring Entities and the Supplier for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Terms and Conditions shall, in general, be under the purview of the WAVE Foundation's Procurement Rules and procedures.
3. The Supplier shall have to complete the delivery in all respects within 20 days of issuing the Purchase Order in conformity with the Terms and Conditions.
4. All delivery under the Contract shall at all times be open to examination, inspection, measurements, testing, commissioning, and supervision of the Procuring Entity or his/her authorized representative
5. The Procuring Entity shall check and verify the delivery made by the Supplier in conformity with the Technical Specifications and notify the Supplier of any Defects found.
6. If the Goods are found to be defective or otherwise not in accordance with the specifications, the Procuring Entity may reject the supplies by giving due notice to the Supplier, with reasons.
7. The Supplier shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
9. Notwithstanding any other practice, the payment shall be based on the actual delivery of goods on the basis of the quantity of each item of Goods in accordance with the Priced Schedule and Specifications. The full contract price of the Goods and related services shall be paid after submission and acceptance of the Delivery Challan along with Invoice, but the amount that will be deducted from bill as performance security/security deposit will be paid upon expiry of the Warranty Period and subject to obtained the satisfactory performance from procuring entity.
10. All kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law by supplier.
11. The Procuring Entity shall retain or in other words deduct from the Payment due to the Supplier, at the rate of ten (10) percent of the contract price as security Deposit and kept it until expiration of the Warranty Period.
12. The minimum Warranty Period of the Supplies shall be 1 months starting from the date of completion of delivery in the form of submission by the Supplier and acceptance by the Procuring Entity, of the Delivery Challan.
13. The Supplier shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while delivering the Goods and related services.
14. Any claim arising out of delivery of Goods and related services shall be settled by the Supplier at his/her own cost and responsibility.



15. Damage to the Goods during the Warranty Period shall be remedied by the Supplier at the Supplier's own cost, if the damage arises from the supply by the Supplier.
16. No modification to Scope of Supply shall be permissible under any circumstances, but the Variations to the quantities ordered may be changed up to 20% to accommodate the unforeseen situation.
17. The Procuring Entity shall amend the Contract incorporating required approved changes subsequently introduced to the original Terms and Conditions in line with applicable Rules, where necessary.
18. The Procuring Entity may, by written Notice sent to the Supplier, terminate the Contract in whole or in part at any time, if the Supplier:
 - a. fails to deliver Goods and related services as per Delivery Schedule and Specifications.
 - b. in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in delivery of goods and related services.
 - c. fails to perform any other obligation(s) under the Contract.
19. The Procuring Entity and the Supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.

<p>For the Purchaser:</p>  <p>Mohsin Ali Executive Director</p>	<p>For the Supplier:</p> <p>Signature of the Supplier with name Designation</p>
<p>Date 21.9.17</p>	<p>Date</p>



Tender Submission Letter

[This letter shall be completed and signed by the Authorized Signatory preferably on the Letter-Head pad of the Tenderer].

To: WAVE Foundation 3/11 Block-D, Lalmatia Dhaka-1207.	Date:
Invitation for Tender No: -----	

The following prices apply to our Tender:

The Tender Price is:	<i>Taka -----[state amount in figures] ----- and Taka----- [in words] - ----</i>
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In signing this letter, and in submitting our Tender, we also confirm that:

- a) our Tender shall be valid for the period stated in the Tender Document and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- b) a Tender Security is attached in the form of a *[pay order / bank draft / bank guarantee]* in the amount stated in the Tender Document and valid for a period of 15 days beyond the Tender validity date;
- c) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document;
- d) furthermore, we are aware of the Terms and Conditions of Tender Document and accepting all the conditions in executing the Contract;
- e) We understand that your written Notification of Award shall become a binding Contract between us, until a formal Contract is prepared and executed.

Signature:	<i>[insert signature of authorized representative of the Tenderer]</i>
Name:	<i>[insert full name of signatory with National ID]</i>
In the capacity of:	<i>[insert designation of signatory]</i>
Duly authorized to sign the Tender for and on behalf of the Tenderer	

Note: Written confirmation authorizing the above signatory (ies) to commit the Tenderer (if applicable) is required to attach by the bidder.




Contract Agreement

THIS AGREEMENT made the *[day]* day of *[month]* *[year]* between *WAVE Foundation, 3/11 Block-D, Lalmatia, Dhaka 1207.* (hereinafter called “the Procuring Entity”) of the one part and *[name and address of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring Entity invited Tenders for certain goods and related services, viz, **Cap and Hanging Festoon** and has accepted a Tender by the Supplier for the supply of those goods and related services 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 Terms and Conditions of Contract hereafter referred to.
2. The following documents forming the Contract shall be in the following order of precedence, namely:
 - (a) The signed Form of Contract Agreement;
 - (b) The Purchase Order
 - (c) The Tender and the annexes to the Tender
 - (d) Terms and Conditions of Contract;
 - (e) Technical Specifications;
 - (f) Price Schedules and Description / Specifications of Goods and;
 - (g) other relevant documents, as applicable.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and related services 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.

Particulars	For the Procuring Entity:	For the Supplier:
Signature with date and stamp		
Name		
Title/Designation		
In the presence of /Witness	Name: ----- Signature: -----	Name: ----- Signature: -----
Address		



Bank Guarantee for Performance Security

[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh]

Contract No.

Date:

To:

WAVE Foundation
3/11 Block-D, Lalmatia
Dhaka-1207.

PERFORMANCE GUARANTEE No: *[insert Performance Guarantee number]*

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[Signatures of authorized representatives of the bank]

Signature

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List of districts and Upazilla
(Under Khulna and Barisal divisions)

Detail name of divisions, districts and upazilla are as follows:

SL	Division	District Name	Upazila Name	Address of District Office	
1	Barisal	Borguna	Amtoli	Miss. Tasrin Akter District Coordinator AVCB Phase II, WAVE Foundation West Amtola Sorok, Barguna Sadar, Barguna. Mobile : 01871025071	
2			Bamna		
3			Betagi		
4			Pathorgata		
5		Bhola	Borhanuddin	Borhanuddin	Sukumar Mitra District Coordinator AVCB Phase II, WAVE Foundation Nahar Bhabon (Vocational Road) Jugir Ghole, Bhola. Mobile : 01714828210
6				Charfashion	
7				Lalmohan	
8				Manpura	
9				Tajmuddin	
10		Patuakhali	Baufal	Baufal	Md. Shofiul Azam District Coordinator AVCB Phase II, WAVE Foundation East Town, Kalikapur, Mirzagoang Road, Patuakhali, Mobile : 01742081037
11				Galachipa	
12				Mirzaganj	
13				Patuakhali Sadar	
14	Bagerhat	Chitolmari	Chitolmari	Md. Zahir Uddin District Coordinator AVCB Phase II, WAVE Foundation Holding # 06, New Jailkhana Road, Bagerhat, Mobile : 01718710714	
15			Fakirhat		
16			Kachua		
17			Mongla		
18			Rampal		
19			Shoronkhola		
20	Khulna	Khulna	Dakope	Md. Shafiqul Islam District Coordinator AVCB Phase II, WAVE Foundation House # 283, Road # 6, Sonadanga 2nd Phase, Sonadanga, Khulna Mobile : 01713-337576	
21			Dhiglia		
22			Koira		
23			Paikgacha		
24			Fultola		
25			Rupsha		
26	Satkhira	Asasuni	Asasuni	Syeda Farida Yesmin District Coordinator AVCB Phase II, WAVE Foundation Lipi Manston Modhumollar Dangi, Palashpole Ward # 9, Satkhira Mobile : 01716228984	
27			Kaliganj		
28			Shamnagar		
29			Tala		
	Total	06	29		

