

Name of STD :	e-PG3
Procurement Type :	Goods
Section :	Instructions to Tenderer

A. General

1. Scope of Tender	1.1 The Procuring Entity named in the Tender Data Sheet (TDS) (hereinafter referred to as the “PE”) wishes to issues these e- Tender Document (hereinafter referred to as the “e-TD”) for the supply of Goods, and related services incidental there to, as specified in the TDS. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.
	1.2 The successful Tenderer shall be required to complete the delivery of the Goods and related services as specified in the General Conditions of Contract.
2. Interpretation	2.1 Throughout this e-TD
	(a) “communication” means communication through e-GP System;
	(b) “e-GP” means procurement by a PE using the electronic government procurement system developed by the Government of Bangladesh.
	(c) “day” means calendar days unless otherwise specified as working days;
	(d) “date and time” means the date and time of e-GP System (www.eprocure.gov.bd) hosted in CPTU, IMED, Dhaka, Bangladesh;
	(e) “e-TD”, means the Document provided by a PE to a Tenderer as a basis for preparation of its e-Tender through the e-GP System;
	(f) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society registered with e-GP system and wishes to participate in e-Procurement proceedings;
	(g) “e-Tender”, depending on the context, means a Tender submitted through e-GP System by a Tenderer for delivery of Goods and related services to a PE in response to an Invitation for e-Tender;
	(h) “Tenderer” means a Person who submits an e-Tender; and
	(i) if the context so requires, singular means plural and vice versa.
3. Source of Funds	3.1 The PE has been allocated public funds from the source as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the contract for which this e-TD is issued.
	3.2 For the purpose of this provision, “public funds” means any funds allocated to a PE under Government budget, or loan, grants and credits placed at the disposal of a PE through the Government by the development partners or foreign states or organizations.
	3.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
4. Corrupt, Fraudulent, Collusive, Coercive (or Obstructive in case of	4.1 The Government and the Development Partner require that PE’s, as well as Tenderers and Suppliers (including their manufacturers,

Development Partner) Practices	sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public fund.
	<p>4.2 For the purposes of ITT Sub-clause 4.3 the terms set forth below:</p> <p>(a) corrupt practice means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a PE or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a PE in connection with a Procurement proceeding or contract execution;</p> <p>(b) fraudulent practice means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;</p> <p>(c) collusive practice means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the PE, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non competitive levels, thereby denying a PE the benefits of competitive price arising from genuine and open competition;</p> <p>(d) Coercive practice means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract;</p> <p>(e) Obstructive practice (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p>
	<p>4.3 Should any corrupt, fraudulent, collusive, coercive or obstructive (in case of Development Partner) practice of any kind is determined by the Procuring Entity or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act and Rules and Procurement Guidelines of the Development Partners as stated in the ITT sub-clause 3.3. In case of obstructive practice, this will be dealt in accordance with Development Partners Procurement Guidelines.</p>
	<p>4.4 If corrupt, fraudulent, collusive, coercive or obstructive (in case of Development Partner) practices of any kind is determined by the Procuring Entity against any Tenderer or Supplier (including its manufacturers, sub-contractors, agents, personnel, consultants, and service providers) in competing for or in executing a contract under public fund</p> <p>(a) Procuring Entity and/or the Development Partner shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings;</p> <p>(b) Procuring Entity and/or the Development Partner shall reject any recommendation for award that had been proposed for that</p>

	<p>concerned Tenderer;</p> <p>(c) Procuring Entity and/or the Development Partner shall declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time;</p> <p>(d) Development Partner shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Development Partner' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Development Partner-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Supplier, or service provider of an otherwise eligible firm being awarded a Development Partner-financed contract: and</p> <p>(e) Development Partner shall cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that Development Partner financed contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Development Partner to remedy the situation</p>
	<p>4.5 Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion (and obstruction, in case of Development Partner) of the Public Procurement Act, 2006, the Public Procurement Rules, 2008 and others as stated in GCC Clause 6.</p> <p>4.6 In further pursuance of this policy, Tenderers, Suppliers and their manufacturers, sub-contractors, agents, personnel, consultants, service providers shall permit the Government and the Development Partner to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner during the procurement or the execution of that Development Partner financed contract</p>
5. Eligible Tenderers	5.1 This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the TDS
	5.2 Tenderer must be registered in the e-GP system under appropriate user category of procurement process in order to have appropriate access and to get working dashboard with authorized functions in the e-GP System.
	5.3 Tenderer may be a physical or juridical individual or body of individuals, or company, association invited to take part in public procurement or seeking to be so invited or submitting a e-Tender in response to an Invitation for e-Tenders.
	5.4 Government-owned enterprises in Bangladesh shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the PE.
	5.5 Tenderer shall have the legal capacity to enter into the Contract
	5.6 Tenderer and all parties constituting the Tenderer shall not have a conflict of interest

	5.7 Tenderers in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive practices as stated under ITT Sub Clause 4.4 (or obstructive practice (in case of Development Partner) in relation to the Development Partner's Procurement Guidelines in projects financed by Development Partner.
	5.8 Tenderer are not restrained or barred from participating in public Procurement on grounds of execution of defective supply in the past under any Contract.
	5.9 Tenderer shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
	5.10 Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of the country of its origin.
	5.11 Tenderer shall provide such evidence of their continued eligibility satisfactory to the PE, as the PE will reasonably request.
	5.12 These requirements for eligibility will extend, as applicable, to Sub-contractor proposed by the Tenderer.
6. Eligible Goods and related services	6.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
	6.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, and commissioning, training, and initial maintenance.
	6.3 For purposes of this clause, "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
	6.4 The origin of goods and services is distinct from the nationality of the Tenderer. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
7. Site Visit	7.1 The costs of visiting the Site shall be at the Tenderer's own expense.
8. Disclaimer	8.1 Use of the e-GP System shall only be used for lawful purposes that do not infringe the rights of or restrict or inhibit the use of the system by any third party. Such restriction or inhibition includes, but is not limited to, conduct which is intended to mislead, or is defamatory, or which may harass, cause distress or inconvenience to any person and the transmission of obscene or offensive content or interruption of the normal flow of content within the e-GP System.
B. e-Tender Document	
9. e-Tender Document: General	<p>9.1 The Sections comprising the e-TD are listed below and should be read in conjunction with any addendum issued under ITT Clause 12.</p> <ul style="list-style-type: none"> • Section 1 Instructions to Tenderers (ITT) • Section 2 Tender Data Sheet (TDS) • Section 3 General Conditions of Contract (GCC)

	<ul style="list-style-type: none"> • Section 4 Particular Conditions of Contract (PCC) • Section 5 e-Tender and e-Contract Forms • Section 6 Drawings
	9.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the e-TD as well as addendum to e-TD, if any.
10. Clarification of e-TD	10.1 Clarification request must be posted through e-GP dashboard. Clarification posted by fax / post / e-mail will not be entertained
	10.2 A prospective Tenderer requiring any clarification of the e--TD shall be allowed to post clarification as stated sub clause 10.1 till the date and time as specified in the TDS, but not later than the date of pre-tender meeting as stated under ITT clause 11, if held
	10.3 The PE shall respond within five (5) working days of receipt of any such request for clarification received under ITT Sub-Clause 10.2
	10.4 The clarification posted by PE will be shared through e-GP System its response to all those who have purchased the e-TD, including a description of the enquiry but without identifying its source
	10.5 Should the PE deem it necessary to amend the e-TD as a result of a clarification, it shall do so following the procedure under ITT Clause 12
11. Pre-Tender Meeting	11.1 To clarify issues and to answer questions on any matter arising in the e-TD, the PE may, if stated in the TDS, hold a Pre-Tender Meeting
	11.2 Pre-Tender Meeting will be held online on the date and time as specified in the TDS. Clarifications to the queries of the Tenderer will be made online, and also responses will be shared through dashboard of the Tenderer, who have purchased the e-TD
	11.3 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-GP System within 5 working days
	11.4 Any amendment to the e-TD listed in ITT Sub-Clause 9.1 that may become necessary as a result of the pre-Tender meeting shall be made by the PE exclusively through the issue of an Amendment as stated under ITT Sub-Clause 12..1 and not through the minutes of the pre-Tender meeting
	11.5 Non-participation at the pre-Tender meeting will not be a cause for disqualification of a Tenderer
12. Addendum to e-E-TD	12.1 At any time prior to the deadline for submission of e-Tender, the PE on its own initiative or in response to a clarification request posted on e-GP System from a Tenderer, having purchased the e-TD or as a result of a Pre-Tender meeting, may revise the e-TD by issuing an addendum
	12.2 The addendum corresponding the e-Tender shall be posted in the e-GP System and shall become an integral part of the e-TD. Afterwards amendment notification through e-mail shall be sent to the Tenderer who have purchased e--TD
	12.3 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the PE may, at its

	discretion, extend the deadline for the submission of e-Tenders
	12.4 If an addendum is issued when time remaining is less than one-third of the time allowed for the preparation of e-Tenders, PE shall extend the deadline by an appropriate number of days for the submission of e-Tenders, depending upon the nature of the Procurement requirement and the addendum. The minimum time for such extension shall not be less than three (3) working days
C. Qualification Criteria	
13. General Criteria	13.1 The PE requires the Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, will result in rejection of its e-Tender
	13.2 In addition to meeting the eligibility criteria, as stated in ITT Clause 5, the Tenderer must satisfy the other criteria stated in ITT Clauses 14 to 16 inclusive
	13.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which tenders are invited in the Invitation for Tenders, the Tenderer shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of general experience under ITT Clause 15.1 (a) and specific experience, unless otherwise of different nature, under ITT Clause 15.1(b) shall not be separately applicable for each individual lot
14. Litigation History	14.1 Litigation history shall comply with the requirement as specified in ITT 16.1(b)
15. Experience Criteria	<p>15.1 Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and related services under the contract:</p> <p>(a) A minimum number of years of General experience in the supply of goods and related services as specified in the TDS; and</p> <p>(b) Specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least a number of contract(s) and, each with a minimum value, over the period, as specified in TDS; and</p> <p>(c) A minimum supply and/or production capacity of Goods as specified in the TDS.</p>
16. Financial Criteria	16.1 Tenderer shall have the following minimum level of financial capacity to qualify for the supply of goods under the contract
	(a) Availability of minimum liquid assets i.e. working capital or credit line(s) from any Scheduled Bank, net of other contractual commitments of the amount as specified in the TDS.
	(b) Satisfactory resolution of all claims, arbitrations or other litigation cases and shall not have serious negative impact on the financial capacity of the Tenderer'
17. Appointment of Subcontractor	17.1 Tenderer shall specify in its e-Tender the portion of the Goods that will be subcontracted, if any, including the entity(ies) to whom each portion will be subcontracted to, subject to the maximum allowable limit for subcontracting of Goods specified in the TDS.
	17.2 All subcontracting arrangement must be disclosed at the time of e-Tendering, and subcontractors must be identified in the e-Tender submitted by Tenderer.

	17.3 A subcontractor may participate in more than one e-Tender, but only in that capacity.
	17.4 Subcontractors must comply with the provision of ITT Clause 5.
	17.5 If the PE determines that a subcontractor is ineligible, the subcontracting of such portion of the Goods assigned to the ineligible subcontractor shall be disallowed.
D. Tender Preparation	
18. Only One e-Tender	18.1 If an e-Tender for Goods is invited on 'lot-by-lot' basis, each lot shall constitute a separate contract.
	18.2 If an e-Tender for Goods is invited for one or more items on an 'item-by-item' basis, single item or assemble of more items shall constitute a separate contract.
19. Cost of Tendering	19.1 Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the PE shall not be responsible or liable for those costs, regardless of the conduct or outcome of the e-Tendering process
20. Sale of e-TD	20.1 e-TD can be accessed or downloaded in e-GP system by the Tenderer after paying the document fees, up to the day prior to the deadline for the submission of e-Tender through e-GP member bank's network and updated the payment transaction by the bank in e-GP system.
21. Language of e-Tender	21.1 The e-Tender shall be in English language. Communications and documents relating to the e-Tender shall be in the English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
	21.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
22. Contents of e-Tender	22.1 The e-Tender prepared by the Tenderer shall comprise the following:
	(a) e-Tender Submission Letter (Form e-PG3-1) as furnished in Section 5: e-Tender Forms;
	(b) Tenderer information sheet (Form e-PG3-2) as furnished in Section 5: e-Tender Forms;
	(c) The completed Price and Delivery Schedule for Goods and related services (Form e-PG3-3A and 3B) as furnished in Section 5: e-Tender Forms as stated under ITT Clauses 23 and 24;
	(d) Tender Security as stated under ITT Clause 29,30 and 31;
	(e) The completed Technical specification and compliance of Goods and related services (Form e-PG3-4) as furnished in Section 5: e-Tender Forms as stated under ITT clause 25.2;
	(f) Written confirmation authorising the signatory of the Tenderer including National ID to submit the e-Tender, as stated under ITT Sub-clause 35.4;
	(g) Valid Trade license to be mapped from e-GP Common document library of the Tenderer;
	(h) Documentary evidence of Tax Identification Number (TIN) and Value Added Tax (VAT) as a proof of taxation obligations as stated under ITT Sub Clause 5.9 to be mapped from e-GP Common

	document library of the Tenderer;
	(i) The country of origin declarations, to establish the eligibility of the Goods and related services as stated under ITT Clause 6, in the Price and Delivery Schedule for Goods and related services (Form e-PG3-3A and 3B) as furnished in Section 5: e-Tender Forms;
	(j) Documentary evidence as stated under ITT Clauses 25, that the Goods and related services conform to the e-TD;
	(k) Documentary evidences as stated under ITT Clause 26 that the Tenderer's qualifications conform to the e-TD;
	(l) Documents establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub-clause 5.4 in case of government owned entity; and
	(m) Any other document as specified in the TDS.
23. Tender Prices	23.1 The unit prices shall be quoted by the Tenderer in the Price and Delivery Schedule for Goods and related Services (Form e-PG3-3A and 3B). The Total price will be generated automatically by the e-GP system and computation will be done from these price schedules.
	23.2 Tenders are being invited either for one or more items on an 'item-by-item' basis or a single lot or for a number of lots on 'lot-by-lot' basis, as specified in the TDS.
	23.3 Tenders being invited for a single lot or for a number of lots on 'lot-by-lot' basis, price quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of that particular lot and shall correspond to 100% of the total offered lot value,
	23.4 If an e-Tender for Goods is invited for one or more items on an 'item-by-item' basis, in such case the offer for each item shall correspond to full quantity under that particular item.
	23.5 All applicable taxes, custom duties, VAT and other levies payable by the Tenderer under the Contract, or for any other causes, as of the date twenty-eight (28) days prior to the deadline for submission of e-Tenders, shall be included in the unit prices
	23.6 The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions.
	23.7 The Goods covered by this Tendering process shall require to be delivered in accordance with the Delivery and Completion Schedule specified in the Price and Delivery schedule for Goods and related Service (e-PG3 – 3A and 3B). No credit will be given for earlier completion.
24. Tender Currency	24.1 All prices shall be quoted in Bangladesh Taka (BDT).
25. Documents Establishing the Conformity of the Goods and related services	25.1 To establish the conformity of the Goods and related services to the e-TD, the Tenderer shall furnish as part of its e-Tender the documentary evidence that the Goods and related services conform to the technical specifications and standards in (Form e-PG-4).
	25.2 Documentary evidence of conformity of the Goods and related services to the e-TD may be in the form of literature, drawings, and data, and shall consist of: (a) a detailed description of the essential technical and performance characteristics of the Goods and related services;

	(b) if so required in TDS, Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS, following commencement of the use of the Goods by the PE; and
	(c) an “item-by-item” commentary on the PE’s Technical Specifications demonstrating substantial responsiveness of the Goods and related services to those specifications, or a statement of deviations and exceptions to the provisions of Technical Specifications in (Form e-PG3-4).
26. Documents Establishing Qualifications of the Tenderer	<p>26.1 The documentary evidence of the Tenderer’s qualifications to perform the contract if its Tender is accepted shall establish to the PE’s satisfaction:</p> <p>(a) that the Tenderer meets each of the qualification criterion specified in Sub-section C; Qualification Criteria of the ITT;</p>
	(b) that, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization Letter (Form e-PG3-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.; and
	(c) that, if required in the TDS, in case of a Tenderer not doing business within Bangladesh, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance.
27. Validity Period of Tender	27.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline as stated under ITT Clause 36.
28. Extension of e-Tender Validity and e-Tender Security	28.1 In exceptional circumstances, prior to the expiration of the e-Tender validity period, the PE may solicit, not later than ten (10) days before the expiry date of the e-Tender validity, compulsorily all the Tenderers’ consent to an extension of the period of validity of their Tenders.
	28.2 The request for extension of e-Tender validity period shall state the new date of the validity of the e-Tender.
	28.3 The request from the PE and the responses from the Tenderers will be made through e-GP System.
	28.4 Tenderer consenting to the request made by the PE under ITT Sub-Clause 28.1 shall also correspondingly extend the validity of its e-Tender Security for twenty-eight (28) days beyond the new date for the expiry of e-Tender validity. Extension of validity of Tender security will be done by the bank registered with e-GP System upon such request to the Bank from the Tenderer.
	28.5 Tenderer consenting to the request under ITT Sub- Clause 28.1 shall not be required or permitted to modify its Tender in any circumstances.
	28.6 If Tenderer are not consenting to the request made by the PE under ITT Sub-Clause 28.1, its Tender will not be considered for subsequent evaluation.
29. e-Tender Security	29.1 e-Tender security will be prepared by the bank registered with e-GP system in favour of the PE upon such request from the Tenderer. e-Tender security shall be kept in custody of the bank and transaction

	information will be updated in the e-GP system.
	29.2 Amount of the e-Tender security may be determined on the basis of different percentages for each lot, but the amount is fixed as specified in TDS, if so indicated that the e-Tenders are invited on lot-by-lot basis under ITT Sub clause 23.2,
	29.3 One e-Tender security, at the percentage as specified in TDS, of the total value of the items offered by the Tenderer, may be submitted, if so indicated that the Tenders for one or more items are invited on an 'item-by-item basis',
30. Form of Tender security	<p>30.1 The Tender Security as stated under ITT sub clause 29.1 shall:</p> <p>(a) at the Tenderer's option, be either;</p> <p>i. in the form of a bank draft or pay order, or</p> <p>ii. in the form of an irrevocable bank guarantee in the format (Form e-PG3-6) furnished in Section 5: Tender and Contract Forms;</p> <p>(b) be payable promptly upon demand by the PE in the case of the conditions listed in ITT Clause 33 being invoked; and</p> <p>(c) remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances detailed under ITT Clause 33.</p>
31. Valid Tender Security	31.1 e-Tender not accompanied/equipped by a valid e-Tender Security as stated under Sub-clauses 29, 30 shall be considered as non-responsive.
32. Return of e-Tender Security	32.1 No Tender Security shall be returned to the Tenderers before contract signing
	32.2 Unsuccessful Tenderer's e-Tender security will be discharged or released as soon as possible but within 28 days of the end of the e-Tender validity period specified in ITT Sub-clause 27.1.
	32.3 e-Tender securities of the Tenderers not consenting to the request under ITT Sub-clause 28.1 in regard to extension of its e-Tender validity shall be discharged or released forthwith.
	32.4 The bank will release the e-Tender security only upon a request from the PE.
33. Forfeiture of Tender Security	<p>33.1 The Tender security may be forfeited if a Tenderer:</p> <p>(a) refuses to accept a Notification of Award as stated under ITT Sub-clause 54.3 ; or</p> <p>(b) fails to furnish performance security as stated under ITT Sub-clause 55.1; or</p> <p>(c) refuses to sign the Contract as stated under ITT Sub-clause 58.2 ; or</p>
	33.2 In case e-Tender security is required to be forfeited, PE will instruct the concerned registered bank/branch with the e-GP system and bank/branch in turn will debit the amount and credit it in favour of the PE's bank account.
34. Online Tender Preparation	34.1 Prior to submission of a e-Tender, the Tenderer must ensure that all electronic records and files making up the Tender are completely virus free and also ensure integrity, completeness and authenticity of the tender.
E. Tender Submission	

35. e-Lodgment (e-submission)	35.1 Tenderer shall submit the e-Tender through e-GP system and must be received in completeness prior to the deadline for submission. The Tenderer acknowledge the receipt of the tender through the e-GP system
	35.2 The e-Tender lodged through e-GP system by the Tenderer is deemed for all purposes to be the true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. e-Signature / Digital Signature will identify and authenticate the Tenderer
	35.3 Tender submitted online will be stored in encrypted format in the e-Tender box
	35.4 Authorization letter from the firm / company shall be attached with Tender Submission Letter (Form e-PG3-1) to lodge the e-Tender
36. Deadline for lodgment (e-submission) of e-Tender	36.1 e-Tenders shall be lodged to the e-GP system not later than the date and time specified in the TDS.
	36.2 Lodgement of large electronic file may take time and as such sufficient time must be allowed to fully transmit all the files prior to the deadline for submission.
	36.3 PE may at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for submission of Tender as stated under ITT Sub Clause 36.1, in which case all rights and obligations of the PE and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
	36.4 e-Tenders lodged shall not be allowed to be withdrawn after the deadline for submission.
37. e-Tender Substitution/Modification/Withdrawal	37.1 The Tenderer shall be allowed to substitute / modify / withdraw its lodged tender before the deadline for submission.
F. e-Tender Opening and e-Evaluation	
38. e-Tender Opening	38.1 e-Tender opening process will be done by decrypt tender functionality as tenders will be stored in time stamped electronic tender box with encryption.
	38.2 Tender Opening Committee (TOC) shall open the tender within one (1) hour after tender submission deadline.
	38.3 Tender Opening Reports (TORs) will be generated by the e-GP system. TOR will be available after tender opening.
39. Evaluation of e-Tenders	39.1 e-Tenders shall be examined and evaluated only on the basis of the criteria specified in the e-TD
	39.2 Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the mandatory requirements of e-TD in order to identify the successful Tenderer.
40. Evaluation process	40.1 e-GP System will automatically generate the Tender Evaluation Reports (TERs) to assist the TEC. TEC should review the TERs, confirms the compliance and complete the TERs based on the criteria mentioned in e-TD
	40.2 TEC may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the e-TD. The evaluation process should begin immediately after tender opening following four steps: (a) Preliminary Examination; (b) Technical Examinations and Responsiveness;

	<p>(c) Financial evaluation and price comparison;</p> <p>(d) Post-qualification of the Tender.</p>
41. Preliminary Examination	<p>41.1 TEC shall examine the e-Tenders to confirm that all documentation requested in ITT Clause 22 has been provided, to determine the completeness of each document submitted</p>
	<p>41.2 TEC shall confirm that the following documents and information have been provided in the tender. If any of these documents or information is missing, the Tender shall be rejected.</p> <p>(a) Tender Submission Letter;</p> <p>(b) Price Schedule;</p> <p>(c) Written confirmation of authorization to submit the Tender; and</p> <p>(d) Tender Security.</p>
42. Technical Examinations and Responsiveness	<p>42.1 If a Tender is not responsive to the mandatory requirements set out in the e-TD by the TEC and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.</p>
	<p>42.2 A responsive tender is one that conforms in all respects to the requirements of the e-TD without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <p>(a) affects in any substantial way the scope, quality, or performance of the Goods and related services and Tender's qualification mentioned in the e-TD; or</p> <p>(b) limits in any substantial way, or is inconsistent with the e-TD, the PE's rights or the Tenderer's obligations under the Contract; or</p> <p>(c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive tenders.</p>
	<p>42.3 There shall be no requirement as to the minimum number of responsive tenders.</p>
	<p>42.4 There shall be no automatic exclusion of tenders which are above or below the official estimate.</p>
	<p>42.5 TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below:</p> <p>(a) verification of the completeness of the country of origin declaration in the Price Schedule for Goods and related services (Form e-PG3-3A and 3B) to determine the eligibility of the Goods and related services.</p> <p>(b) verification and examination of the documentary evidence and completed Specification Submission Sheet (Form e-PG3-4) to establish the conformity of the Goods and related services .</p> <p>(c) verification and examination of the documentary evidence that the Tenderer's qualifications conform to the e-TD and the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria.</p>
	<p>42.6 Provided that a tender is responsive, TEC may request that the Tenderer submit the necessary information or documentation through e-GP System within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the tender related to documentation requirements. Such omission shall not be related to</p>

	any aspect of the rates of the tender reflected in the Price Schedule. Failure of the Tenderer to comply with the request may result in the rejection of its tender.
	<p>42.7 TEC may regard a Tender as responsive even if it contains;</p> <p>(a) minor or insignificant deviations which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the e-TD; or</p> <p>(b) errors or oversights, that if corrected, would not alter the key aspects of the Tender.</p>
43. Clarification on Tender	43.1 The TEC may ask Tenderers for clarifications of their Tenders through e-GP System, in order to facilitate the examination and evaluation of the Tenders.
	43.2 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.
	43.3 If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.
	43.4 Requests for clarification shall be through e-GP system and shall be sent only by the Chairperson of the TEC.
44. Restrictions on the Disclosure of Information Relating to the Procurement Process	44.1 Following the opening of Tenders until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned PE.
	44.2 Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.
	44.3 Any effort by a Tenderer to influence a PE in its decision concerning the evaluation of Tenders, Contract awards may result in the rejection of its Tender as well as further action in accordance with Section 64 (5) of the Public Procurement Act 2006.
	44.4 All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being disqualified.
45. Financial Evaluation	45.1 TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set in the e-TD.
	<p>45.2 . The TEC shall evaluate and compare the Tenders taking into account:</p> <p>(a) Lowest evaluated tender for each lot if Tender is “lot-by-lot” basis</p> <p>(b) Lowest evaluated tender for each item if Tender is “item-by-item” basis</p>
	45.3 Variations, deviations, and other factors which are in excess of the requirements of the e-TD or otherwise result in unsolicited benefits for the PE will not be taken into account in Tender evaluation.
	45.4 If so indicated in the ITT Sub Clause 23.2 the PE may award one or multiple lots to one Tenderer following the methodology specified in ITT Sub Clause 45.5.

	45.5 To determine the lowest-evaluated combination of lots, the TEC will take into account: the resources sufficient to meet the aggregate of the qualifying criteria for the individual lot;
46. Price Comparison	46.1 The TEC shall compare all responsive Tenders to determine the lowest-evaluated Tender, as stated under ITT Clause 45.
	46.2 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the PE shall be selected, whereby factors such as delivery period, quality of Goods delivered, complaints history and performance indicators could be taken into consideration.
	46.3 In the event that there is a tie for the lowest price and none of the Tenderer has the record of past performance with the PE, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process described in ITT Clause 48, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.
	46.4 The successful Tenderer as stated under ITT Sub Clauses 46.1, 46.2 and 46.3 shall not be selected through lottery under any circumstances.
47. Negotiation	47.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
48. Post-Qualification	48.1 After determining the lowest-evaluated responsive tender as sated under ITT Sub-Clause 46.1, the PE's TEC shall carry out the Post-Qualification of the Tenderer, using only the requirements specified in Sub-Section C, Qualification Criteria.
	48.2 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in rejection of the tenderer's tender, in which event the PE shall proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily
	48.3 TEC may verify information contained in the Tender by visiting the premises of the Tenderer as a part of the post qualification process, if practical and appropriate.
49. PE's Right to Accept any or to Reject Any or All Tenders	49.1 PE reserves the right to accept any tender, to annul the tender proceedings, or to reject any or all tenders at any time prior to contract award, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the PE's action.
50. Rejection of All e-Tenders	50.1 PE may, in the circumstances as stated under ITT Sub-Clause 50.2 reject all Tenders following recommendations from the Evaluation Committee only after the approval of such recommendations by the Head of the PE
	50.2 All Tenders can be rejected, if - (a) the price of the lowest evaluated Tender exceeds the official estimate, provided the estimate is realistic; or (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or (c) the Tenderers are unable to propose completion of the delivery within the stipulated time in its Tender, though the stipulated time is reasonable and realistic; or (d) all Tenders are non-responsive; or (e) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 127 of the

	Public Procurement Rules, 2008.
	50.3 Notwithstanding anything contained in ITT Sub-Clause 50.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
	50.4 PE may, on justifiable grounds, annul the Procurement proceedings prior to the deadline for the submission of Tenders.
51. Informing Reasons for Rejection	51.1 Notice of the rejection, will be given promptly within seven (7) working days of decision taken by the PE to all Tenderers and, the PE will, upon receipt of a request through e-GP System, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).
G. Contract Award	
52. Award Criteria	52.1 PE shall award the Contract to the Tenderer whose Tender is responsive to the e-TD and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be Post-Qualified as stated under ITT Clause 48.
	52.2 A Tenderer shall not be required, as a condition for award of contract to undertake obligations not stipulated in the e-TD, to change its price, or otherwise to modify its Tender.
53. PE's Right to Vary Quantities	53.1 PE reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and related services originally specified in Price Schedule, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the e-TD.
54. Notification of Award (NOA)	54.1 Prior to the expiry of the Tender validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the PE shall issue the Notification of Award (NOA) to the successful Tenderer through e-GP System.
	54.2 NOA, attaching the contract as per the sample (Form e-PG3-7) to be signed, shall state: (a) the acceptance of the Tender by the PE; (b) the price at which the contract is awarded; (c) the amount of the Performance Security and its format; (d) the date and time within which the Performance Security shall be submitted; and (e) the date and time within which the contract shall be signed.
	54.3 NOA shall be accepted through e-GP System by the successful Tenderer within seven (7) working days from the date of issuance of NOA.
	54.4 If Tenders were invited for one (1) or more items on an 'Item-by-Item basis, contract will comprise the item(s) awarded to the successful Tenderer and only one (1) Contract will be signed with each successful Tenderer covering all items awarded to him or her.
	54.5 Until a formal contract is signed, the NOA shall constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.
55. Performance Security	55.1 Performance Security shall be furnished by the successful Tenderer in the amount as specified in the TDS.
	55.2 Performance security will be issued by the bank registered with e-GP System on the request of the successful Tenderer. Bank shall

	immediately update the payment transaction information in the e-GP System.
	55.3 Upon instruction from the PE, the performance security will be credited in the PE's bank account as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
56. Form and Time Limit for furnishing of Performance security	56.1 The Performance Security shall be in the form of a Bank draft, pay order or an irrevocable Bank Guarantee in the format (Form e-PG3-9) as stated under ITT Clause 55, issued by any bank registered with the e-GP System.
	56.2 Within fourteen (14) days from the date of issuance of the NOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount specified under ITT Sub Clause 55.1
57. Validity of Performance Security	57.1 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
58. Contract Signing	58.1 At the same time as the PE issues the NOA, the PE shall send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer.
	58.2 Within twenty-eight (28) days of the issuance of Notification of Award, the successful Tenderer and the PE shall sign the contract.
	58.3 Failure of the successful Tenderer to submit the Performance Security, as stated under ITT Sub-Clause 55, or sign the Contract, as stated under ITT Sub-Clause 58.2, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the PE may award the Contract to the next lowest evaluated Tenderer, whose Tender is responsive and is determined by the TEC to be qualified to perform the Contract satisfactorily.
59. Publication of Notification of Award of Contract	59.1 NOA shall be published in the e-GP system.
60. Debriefing of Tenderers	60.1 The tenderer shall be debriefed through e-GP system by PE upon request without disclosing information about any other Tenderer.
	60.2 In the case of debriefing confidentiality of the evaluation process shall be maintained.
61. Right to Complain	61.1 Tenderer has the right to complain in accordance with the Public Procurement Act 2006 and the Public Procurement Rules, 2008.

Tender/Proposal Detail			
Tender/Proposal ID :	1038230	Invitation Reference No. :	18.11.0000.181.14.485.24.777
Closing Date and Time :	30-Dec-2024 16:00	Opening Date and Time :	30-Dec-2024 16:00
Procuring Entity :	Office of the Project Director of BRWTP1		
Brief :	BRWTP-G4A Lot-2 Office equipment for PIU		

Instructions for completing Tender/Proposal Data Sheet are provided in italics in parenthesis for the relevant ITT clauses

ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers/Consultants
A. General	
ITT Clause	1. Scope of Tender
	1.1 The Procuring Entity named in the Tender Data Sheet (TDS) (hereinafter referred to as the "PE") wishes to issues these e- Tender Document (hereinafter referred to as the "e-TD") for the supply of Goods, and related services incidental there to, as specified in the TDS. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.
	The PE is :Bangladesh Inland Water Transport Authority (BIWTA) represented by the Project Director, Bangladesh Regional Waterway Transport Project 1 (BRWTP-1). The Name and identification number of Tender are : Office equipment for PIU. Tender Ref. 18.11.0000.181.14.485.24.777
ITT Clause	3. Source of Funds
	3.1 The PE has been allocated public funds from the source as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the contract for which this e-TD is issued.
	The source of public fund is Project AID (IDA-World Bank, Credit No. 5842-BD).
	3.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
	The name of the Development Partner is IDA-World Bank.
ITT Clause	5. Eligible Tenderers
	5.1 This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the TDS
	Tenderers from the following countries are not eligible: Israel.
ITT Clause	6. Eligible Goods and related services
	6.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
	Goods and related Services from the following counties are not eligible: Israel.
B. e-Tender Document	

ITT Clause	10. Clarification of e-TD
	10.2 A prospective Tenderer requiring any clarification of the e--TD shall be allowed to post clarification as stated sub clause 10.1 till the date and time as specified in the TDS, but not later than the date of pre-tender meeting as stated under ITT clause 11, if held
	Allowed to post clarification till N/A
ITT Clause	11. Pre-Tender Meeting
	11.1 To clarify issues and to answer questions on any matter arising in the e-TD, the PE may, if stated in the TDS, hold a Pre-Tender Meeting
	The Pre- Tender meeting shall be held through e-GP System.
	11.2 Pre-Tender Meeting will be held online on the date and time as specified in the TDS. Clarifications to the queries of the Tenderer will be made online, and also responses will be shared through dashboard of the Tenderer, who have purchased the e-TD
	Pre- Tender meeting shall be held through e-GP System from 01-Dec-2024 23:45 to 17-Dec-2024 16:00.
C. Qualification Criteria	
ITT Clause	15. Experience Criteria
	15.1 Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and related services under the contract:
	(a) A minimum number of years of General experience in the supply of goods and related services as specified in the TDS; and (b) Specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least a number of contract(s) and, each with a minimum value, over the period, as specified in TDS; and (c) A minimum supply and/or production capacity of Goods as specified in the TDS.
	(a) The minimum of years of general experience of the Tenderer in the supply of Goods and related services as Supplier shall be 5 (Five) years. Years counting backward from the date of publication of IFT in the e-GP System. (b) The minimum specific experience as Supplier in supply of similar nature of Goods (Office equipment) of at least 3 (Three) contract(s) successfully completed within the last 3 (Three) years, each with a value of at least Tk. 8,00,00.00 (Eight Lac) that is total value will be BDT. 24,00,000.00 (Twenty Four Lac). Years counting backward from the date of publication of IFT in the e-GP System. (c) The minimum supply and/or production capacity of Goods is/ are: None <i>[usually quantity equal to the proposed supply requirement. For the common Goods may be up to twice of the proposed supply requirement. "None" if not applicable]</i>
ITT Clause	16. Financial Criteria
	(a) Availability of minimum liquid assets i.e. working capital or credit line(s) from any Scheduled Bank, net of other contractual commitments of the amount as specified in the TDS.
	The minimum amount of liquid assets i.e. working capital or credit line(s), net of other contractual commitments is Tk. 22,50,000.00 (Twenty Two Lac Fifty Thousand Taka)
D. Tender Preparation	
ITT Clause	22. Contents of e-Tender
	(m) Any other document as specified in the TDS.

	<p>The Tenderer shall submit with its e-Tender the following additional documents:</p> <p>(i) Tender document purchase receipt (Original);</p> <p>(ii) Valid Trade License.</p> <p>(iii) VAT Registration Certificate.</p> <p>(iv) Tax Identification Number (TIN) certificate.</p> <p>(v) Updated Income tax payment certificate;</p> <p>(vi) Manufacturer's printed/ electronic catalogues.</p> <p>(vii) Technical documentation and/or brochures supporting the technical specifications/features of the Goods (equipment and software) offered by the Bidder.</p> <p>(viii) In cash of overall and similar work experience for private works VAT Challan receipt of bank against payment shall be submitted.</p> <p>(ix) Original up-to-date Bank Solvency certificate stating that the Tenderer is capable of investing as per Tender data sheet;</p> <p>(x) Manufacturer or Manufacturer's agent/dealer/supplier's authorization letter (if applicable).</p> <p>(xi) An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the Tenderer or employees of a Tenderer entering into or signing a Contract with the Procuring Entity as stated under ITT clause 5;</p> <p>(xii) An affidavit confirming that the tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceedings for any of the foregoing as stated under ITT Clause 5;</p> <p>(xiii) Specification submission and compliance sheet (From PG 3-4) must be submitted with the offer.</p>
ITT Clause	23. Tender Prices
	23.2 Tenders are being invited either for one or more items on an 'item-by-item' basis or a single lot or for a number of lots on 'lot-by-lot' basis, as specified in the TDS.
	Tenders are being invited for state single lot.
ITT Clause	25. Documents Establishing the Conformity of the Goods and related services
	(b) if so required in TDS, Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS, following commencement of the use of the Goods by the PE; and
	<p>Spare parts are: required</p> <p>Period of time the Goods are expected to be functioning (for the purpose of spare parts): 5 Years</p>
ITT Clause	26. Documents Establishing Qualifications of the Tenderer
	(b) that, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization Letter (Form e-PG3-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.; and
	Manufacturer's authorization is: not required
	(c) that, if required in the TDS, in case of a Tenderer not doing business within Bangladesh, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance.
	After sales service is:required
ITT Clause	27. Validity Period of Tender

	27.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline as stated under ITT Clause 36.
	The Tender validity period shall be 120 days.
ITT Clause	29. e-Tender Security
	29.2 Amount of the e-Tender security may be determined on the basis of different percentages for each lot, but the amount is fixed as specified in TDS, if so indicated that the e-Tenders are invited on lot-by-lot basis under ITT Sub clause 23.2,
	The amount of the Tender Security shall be BDT. Tk. 70,000 (Seventy Thousand Taka)
	29.3 One e-Tender security, at the percentage as specified in TDS, of the total value of the items offered by the Tenderer, may be submitted, if so indicated that the Tenders for one or more items are invited on an 'item-by-item basis',
	The Tender security at the percentage 2%
E. Tender Submission	
ITT Clause	36. Deadline for lodgment (e-submission) of e-Tender
	36.1 e-Tenders shall be lodged to the e-GP system not later than the date and time specified in the TDS.
	The deadline for lodgment of e-Tenders is 30-Dec-2024 16:00 PM
G. Contract Award	
ITT Clause	53. PE's Right to Vary Quantities
	53.1 PE reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and related services originally specified in Price Schedule, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the e-TD.
	The maximum percentage by which quantities per item may be increased is 10%. The maximum percentage by which quantities per item may be decreased is 10%.
ITT Clause	55. Performance Security
	55.1 Performance Security shall be furnished by the successful Tenderer in the amount as specified in the TDS.
	The amount of Performance Security shall be ten [10 %] percent of the Contract Price.

Name of STD :	e-PG3
Procurement Type :	Goods
Section :	General Conditions of Contract

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1. Definitions	<p>1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:</p> <p>(a) Completion Schedule means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;</p> <p>(b) Contract Agreement means the Agreement entered into between the PE and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;</p> <p>(c) Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto;</p> <p>(d) Contract Price means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract;</p> <p>(e) Day means calendar days unless otherwise specified as working days;</p> <p>(f) Delivery means the transfer of ownership of the Goods from the Supplier to the PE in accordance with the terms and conditions set forth in the Contract;</p> <p>(g) GCC mean the General Conditions of Contract;</p> <p>(h) Goods means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves ;</p> <p>(i) Government means the Government of the People's Republic of Bangladesh;</p>
	<p>(j) Procuring Entity (PE) means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;</p>
	<p>(k) Related Services means Services linked to the supply of Goods contracts.;</p> <p>(l) PCC means the Particular Conditions of Contract;</p> <p>(m) Subcontractor means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;</p> <p>(n) Supplier means a Person under contract with a PE for the supply of Goods and related Services under the Act;</p>

	<p>(o) Site means the point(s) of delivery named in the PCC</p>
	<p>(p) Writing means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.</p> <p>(q) Verified Report means the report submitted by the PE to the Head of the PE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.</p>
2. Contract Documents	<p>2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p>
3. Corrupt, Fraudulent, Collusive or Coercive (and obstructive in case of Development Partner) Practices	<p>3.1 The Government and the Development Partner requires that the Procuring Entity as well as the Supplier (including their manufacturers, sub-contractors, agents, personnel, consultants and service providers), shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds. The Government requires that PE, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.</p> <p>3.2 For the purpose of GCC Sub-clause 3.3 the terms set forth below–</p> <p>(a) corrupt practice means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a PE or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a PE in connection with a Procurement proceeding or contract execution;</p> <p>(b) fraudulent practice means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;</p> <p>(c) collusive practice means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the PE, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, noncompetitive levels, thereby denying a PE the benefits of competitive price arising from genuine and open competition;</p> <p>(d) coercive practice means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders;</p> <p>(e) obstructive practice (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p>
	<p>3.3 Should any corrupt, fraudulent, collusive, coercive practice (or</p>

	<p>obstructive practice in case of Development Partner) of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 42 shall apply as if such expulsion had been made under sub-clause 42.1 (Termination for Default).</p>
	<p>3.4 If corrupt, fraudulent, collusive or coercive or obstructive (in case of Development Partners) practices of any kind determined by the Procuring Entity or the Development Partner against the Supplier alleged to have carried out such practices, the Procuring Entity and/or the Development Partner shall;</p> <p>a. exclude the Supplier from further participation in the particular Procurement proceeding; or</p> <p>b. declare, at its discretion, the Supplier to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time</p> <p>3.5 The Supplier shall be aware of the provisions on corruption, fraudulence, collusion, coercion and obstruction of the Public Procurement Act, 2006, the Public Procurement Rules, 2008 and in case of Development Partner financed contract, the Procurement Guidelines of the Development Partner.</p> <p>3.6 The Supplier (including its manufacturers, sub-contractors, agents, personnel, consultants and service providers) shall permit the Government and/or the Development Partner to inspect the Supplier's accounts and records and other documents relating to the submission of e-Tender and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner, if so required</p>
4. Interpretation	<p>4.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.</p> <p>4.2 Entire Agreement (a) The Contract constitutes the entire agreement between the PE and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 5.1(i) .</p> <p>4.3 Amendment (a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto</p> <p>4.4 Non-waiver (a) Subject to GCC Sub-Clause 4.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract</p>

	<p>must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived</p> <p>4.5 Severability</p> <p>(a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
5.Documents Forming the Contract and the order of precedence	<p>5.1 The following documents forming the Contract shall be in the following order of precedence, namely :</p> <p>(a) Signed Contract Agreement;</p> <p>(b) e-Notification of Award;</p> <p>(c) completed e-Tender;</p> <p>(d) Particular Conditions of Contract;</p> <p>(e) General Conditions of Contract;</p> <p>(f) Technical Specifications and Compliance of Goods and related services</p> <p>(g) Drawings;</p> <p>(h) Price and Delivery Schedule for Goods;</p>
	(i) Price and Completion Schedule for Related Services;
	(j) Other Documents including correspondences listed in the PCC forming part of the Contract.
6.Eligibility	<p>6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>6.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
8.Governing Law	8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh
9.No fees/ Gratuities	9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.
10.Use of Contract Documents and Information	10.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the PE's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PE. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

	<p>10.2 Any document, other than this Contract itself, enumerated in GCC Clause 10.1 shall remain the property of the PE and shall be returned (all copies) to the PE on completion of the Supplier's performance under this Contract if so required by the PE.</p>
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11. Communications and Notices	<p>11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC</p>
	<p>11.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p>11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address</p>
12. Trademark, Patent and Intellectual Property Rights	<p>12.1 The PE should not be liable for any infringement of intellectual property rights arising from use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must indemnify and hold the PE free and harmless against such claims and shall not be in contravention of Trademark Act, 2009 and Patent and Design Act, 1911.</p>
13. Copyright	<p>13.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the PE directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party</p>
14. Assignment of Rights	<p>14.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the PE's prior written consent</p>
15. Sub contracting	<p>15.1 Any subcontracting arrangements made during contract implementation and not disclosed at the time of the Tendering shall not be allowed.</p> <p>15.2 Subcontracting of any portion of the GOODS shall not relieve the Tenderer from any liability or obligations that may arise from its performance.</p> <p>15.3 Supplier shall retain full responsibility for the contract and can not pass any contractual obligations to the subcontractor and under no circumstances assignment of the contract to the subcontractor be allowed.</p> <p>15.4 Subcontractors shall comply with the provisions of GCC Clause 3 and 6.</p>
16. Supplier's Responsibilities	<p>16.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply as stated under GCC Clause 18 and the Delivery and Completion schedule, as stated under GCC Clauses 23 and 24 in conformity with the provisions of the Contract Agreement</p>
17. PE's Responsibilities	<p>17.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals and other license from local public authorities, the PE may, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. However, the supplier shall bear the costs of such permits and/or licenses. On the other hand, the PE shall pay all costs involved in the performance of its responsibilities, in accordance with the contract.</p>

	<p>17.2 The PE shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.</p>
18.Scope of Supply	<p>18.1 Subject to the PCC, the Goods and Related Services to be supplied shall be as specified in e-PG3-3A and e-PG3-3B : Price and Delivery Schedule for Goods and Price and Completion Schedule for Related Services.</p>
	<p>18.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.</p>
19.Amendment to Order	<p>19.1 The PE may make an amendment to Order for necessary adjustment within the general scope of the contract in any one or more of the following aspects in order to fully meet the requirement of the Contract:</p> <p>(a) Drawing, design or specifications of the goods, provided that:</p> <p>i. The goods to be furnished are to be specifically manufactured for the government in accordance therewith;</p> <p>ii. The change is an improvement of the goods and advantageous to the Government;</p> <p>iii. It is done at no extra cost; and</p> <p>iv. It is not prejudicial to the losing Tenderers in the sense that such change/s could not have been foreseen during the conduct of the tendering and would have significantly affected the other tenderer's tender;</p> <p>(b) The place of delivery;</p> <p>(c) The place of performance of the services;</p> <p>(d) Additional items needed and necessary for the protection of the goods procured, which were not included in the original contract.</p> <p>19.2 Such amendment may or may not result to an increase or a decrease of the contract price, and/or an extension or reduction of the delivery period. However, the amendment should not have the result of changing the subject matter of the contract or the specifications of the goods or services, in any material aspect and to such an extent that, if introduced during the Tendering stage, may have had a significant effect on other Tenderer's tender, because this situation would actually require another tendering activity.</p>
20.Instances When Amendment to Order May be Issued	<p>20.1 The PE may issue amendments order at any time during contract implementation, through a notice as stated under GCC Clause 11, provided that such adjustment is required to fully meet the requirements of the contract. Any of the following circumstances may serve as basis for such amendment/s:</p> <p>(a) Emergency cases, fortuitous events or unforeseen contingencies arising during contract implementation, and such contingencies have an impact on the procurement at hand, such as:</p> <p>i. Changes in the conditions affecting the contract, e.g., a change in the</p>

	<p>place of delivery;</p> <p>ii. Time is of the essence in the implementation of the contract, and any changes require immediate implementation; and</p> <p>iii. Additional requirements have been identified as necessary for the protection of the goods procured, such as changes in the packaging of the goods, or additional items have become necessary to ensure that the goods are sufficiently protected from the elements;</p> <p>(b) When the contract does not reflect the real intention of the parties due to mistake or accident, and the amendment is necessary to reflect the party's intention; and</p> <p>(c) Other analogous circumstances that could affect the conditions of the procurement at hand</p>
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21. Adjustments in Contract Price and/or Delivery Schedule in Amendment to Order	<p>21.1 If an amendment to order increases or decreases the cost of ,or the time required for executing any part of the delivery under the original contract, an equitable adjustment in contract price and/or delivery schedule should be mutually agreed upon between parties concerned, and the contract should be modified as stated under GCC Clause 46</p> <p>21.2 If the amendment to order consists of additional items, the price adjustment shall be based on the unit price in the original contract for items of goods similar to those in the original contract. If the contract does not contain any rate applicable to the additional items, then suitable prices shall be mutually agreed upon between the parties, based on prevailing market prices.</p> <p>21.3 It is required, however, that any increase in contract price must not exceed ten percent (10%) of the original contract price.</p>
22. Packing and Documents	<p>22.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract and in accordance with existing industry standards. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p>
	<p>22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Clause 22.1, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the PE.</p>
	<p>22.3 The outer packaging must contain a "Packing List" which must reflect the actual contents of the package.gl</p>
23. Delivery and Documents	<p>23.1 Subject to GCC Sub-Clause 19, the Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be</p>

	specified in the PCC.
24. Acceptance	<p>24.1 Acceptance by the PE shall be processed not later than fourteen (14) days from receipt of the goods at final destination in the form of an Acceptance Certificate, unless any defects in the supply, any damage during transportation or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier as stated under GCC Clause 31 and GCC Clause 32. In such cases the Acceptance Certificate will be issued only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the Supplier has remedied the defects and/or any non-conformity under GCC Clause 31 and GCC Clause 32.</p> <p>24.2 The appropriate Technical Inspection and Acceptance Committee of the PE must commence the inspection and acceptance process within twenty-four(24) hours from delivery of the goods, and shall complete the same as soon as practicable.</p>
25. Contract Price	25.1 The Contract Price shall be specified in the PCC.
	25.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the price as stated under GCC Sub-Clause 25.1, with the exception of any change in price resulting from a Change Order issued under GCC Clause 19, or if applicable, adjustments authorized in accordance with the price adjustment provision specified in the PCC.
26. Transportation	26.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements, defined as the Site, transport to such place of destination, including insurance, other incidental costs, and temporary storage, if any. These costs shall be included in the Contract Price.
27. Terms of Payment	27.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the PCC.
	27.2 The Supplier's request for payment shall be made to the PE in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents as stated under GCC Clause 23 and 24 and upon fulfilment of any other obligations stipulated in the Contract.
	27.3 Payments shall be made promptly by the PE, but in no case later than the days indicated in the PCC after submission of an invoice or request for payment by the Supplier, and after the PE has accepted it.
	27.4 Payment shall be made to the Supplier under this Contract shall be in Bangladeshi Taka.
	27.5 In the event that the PE fails to pay the Supplier any payment by its respective due date or within the period set forth in the PCC, the PE shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the PCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
28. Insurance	28.1 The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the PE.
29. Taxes and Duties	29.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred until delivery of the

	contracted goods to the PE.
30. Performance Security	<p>30.1 The proceeds of the Performance Security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>30.2 The Performance Security shall be discharged by the PE and returned to the Supplier not later than Thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract and the issuance of certification to that effect by the PE, including any warranty obligations as stated under GCC Clause 33, unless specified otherwise in the PCC, provided that there are no claims filed against the supplier.</p>
31. Specifications and Standards	<p>31.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 7, Technical Specification and in Section 8, Drawings, if any.</p> <p>31.2 If there is no applicable standard, the goods must conform to the authoritative standards appropriate to the good's country of origin. Such standards must be the latest issued by the concerned institution.</p> <p>31.3 Subject to the GCC Clause 19, the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the PE, by giving a notice of such disclaimer to the PE.</p> <p>31.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specification. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the PE and shall be treated under GCC Clause 19.</p>
32. Inspections and Tests	<p>32.1 The PE shall have the right to test the Goods to confirm their conformity to the Contract specifications. The PCC and Technical specifications shall specify what tests the PE requires and where they are to be conducted. The supplier shall at its own expense and at no cost to the PE, carry out all such tests of the Goods and related services as are specified in the Contract.</p>
	<p>32.2 The Supplier shall provide the PE with a report of the results of any such test.</p> <p>32.3 The PE may engage external agents for the purpose of conducting inspection of Goods, provided that the PE shall bear all of its costs and expenses.</p> <p>32.4 The PE or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 32.1, provided that the PE shall bear all of its own costs and expenses incurred in connection with such attendance.</p> <p>32.5 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the PE. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the PE or its designated representative to attend the test and/or inspection.</p> <p>32.6 The PE may require the Supplier to carry out any test and/or inspection not required by the Contract, but deemed necessary to verify</p>

	<p>that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>32.7 The PE may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the PE, and shall repeat the test and/or inspection, at no cost to the PE, upon giving a notice under GCC Sub-Clause 32.5.</p> <p>32.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the PE or its representative, nor the issue of any report as stated under GCC Sub-Clause 32.2, shall relieve the Supplier from any warranties or other obligations under the Contract.</p>
33. Warranty	<p>33.1 The Supplier warrants that all the Goods supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the design and/or material required by the PE provides otherwise under GCC Clause 19.</p> <p>33.2 The Supplier further warrants that the all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bangladesh.</p>
	<p>33.3 In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or other such period as may be specified in the PCC.</p>
	<p>33.4 The warranty periods may vary among the various items and lots. The warranty for Goods delivered ahead will lapse earlier than the succeeding deliveries.</p> <p>33.5 The PE shall promptly notify the Supplier in writing of any claims arising under this warranty.</p>
	<p>33.6 Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the PE.</p>
	<p>33.7 If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 33.6, the PE may proceed to call upon the Performance security without prejudice to any other rights which the PE may have against the Supplier under the Contract and under the applicable law.</p> <p>33.8 Performance Security under GCC Clause no 30 shall only be released after the lapse of the warranty period, provided that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.</p>

	<p>(a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect.</p> <p>i. For example, a ball pen that does not write is patently defective.</p> <p>(b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is “hidden” or one that is not immediately determinable.</p> <p>i. For example, a ball pen that writes .75 kilometers instead of the expected 1.5 kilometers, has a latent defect.</p>
34. Delays in Delivery and Extensions of Time	<p>34.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the PE, as specified in the Contract.</p> <p>34.2 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services as stated under GCC Clause 23, the Supplier shall promptly notify the PE in writing. It must state therein the cause/s and duration of the expected delay. The PE shall decide whether and by how much to extend the time. In all cases, the request for extension should be submitted before the lapse of the original delivery date.</p> <p>34.3 Within twenty-one (21) days of receipt of the Supplier’s notice, the PE shall evaluate the situation and may grant time extensions, if based on justifiable grounds, without liquidated damages.</p> <p>34.4 The Procuring may extend up to twenty percent (20%) of the original contract time, above 20% of the original contract time approval of Head of PE (HOPE) shall be required, in which case the extension shall be ratified by the Parties by amendment of the Contract as stated under GCC Clause 46.</p> <p>34.5 Except in the case of Force Majeure, as provided under GCC Clause 38, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages as stated under GCC Clause 35, unless an extension of time is agreed upon, under GCC Sub-Clause 34.3.</p>
35. Liquidated Damages	<p>35.1 Subject to GCC Clause 34 and 38, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule specified in the contract or as extended, the Procuring Entity shall, as Liquidated Damages or Delay Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the undelivered Goods and related services or part thereof delivered after the Delivery and Completion Schedule or as extended. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated damages from payments due to the Supplier. Payment of Liquidated damages shall not affect the Supplier’s liabilities.</p>
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36. Limitation of Liability	<p>36.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement of patent and intellectual property rights, if applicable, the Supplier shall not be liable to the PE, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use,</p>

	<p>loss of production, or loss of profits or interest costs, the aggregate liability of the Supplier to the PE shall not exceed the total Contract Price, provided that this limitation shall not apply, to the cost of repairing or replacing defective equipment or, to any obligation of the Supplier to pay liquidated damages to the PE.</p>
37. Change in Laws and Regulations	<p>37.1 Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, under GCC Clause 25</p>
38. Definition of Force Majeure	<p>38.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:</p> <ul style="list-style-type: none"> (a) which is beyond a Party's control; (b) which such Party could not reasonably have provided against before entering into the Contract; (c) which, having arisen, such Party could not reasonably have avoided or overcome; and (d) which is not substantially attributable to the other Party. <p>38.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:</p> <ul style="list-style-type: none"> (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war; (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel; (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and (v) natural catastrophes such as cyclone, hurricane, typhoon, tsunami,

	<p>storm surge, floods, earthquake , landslides, fires, epidemics, quarantine restrictions, or volcanic activity;</p> <p>(vi) freight embargoes;</p> <p>(vii) acts of the Government in its sovereign capacity.</p>
39. Notice of Force Majeure	<p>39.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.</p> <p>39.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.</p> <p>39.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.</p>
40. Duty to Minimise Delay	<p>40.1 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.</p> <p>40.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.</p>
41. Consequences of Force Majeure	<p>41.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>41.2 The PE may suspend the delivery or contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary due to force majeure as defined in the contract.</p> <p>41.3 Delivery made either upon the lifting or the expiration of the suspension order. However, if the PE terminates the contract as stated under GCC clause 42, resumption of delivery cannot be done.</p> <p>41.4 Head of PE determines the existence of a force majeure that will be basis of the issuance of suspension of order.</p> <p>41.5 Adjustments in the delivery or contract schedule and/or contract price, Including any need to modify contract under GCC Clause 46.</p>
42. Termination for Default	<p>42.1 The PE shall terminate this Contract for default when any of the</p>

following conditions attends its implementation:

(a) Outside of force majeure, the Supplier fails to deliver or perform any or all of the GOODS within the period(s) specified in the contract, or within any extension thereof granted by the PE pursuant to a request made by the Supplier prior to the delay;

(b) As a result of force majeure, the Supplier is unable to deliver or perform any or all of the GOODS, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the PE stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract;

(d) If the Supplier, in the judgment of the PE has engaged in corrupt, fraudulent, collusive or coercive practices, as stated under GCC Clause 3, in competing for or in executing the Contract;

(e) When deductible amount due to liquidated damage reaches its maximum as stated under GCC Clause 35.

42.2 Termination of a contract for default is without prejudice to other remedies available to the PE for breach of contract, such as payment of liquidated and other damages, if there are grounds for the latter.

42.3 In the event the PE terminates the Contract in whole or in part, as stated under GCC Clause 42.1, the PE may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the PE for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

42.4 In the event as stated under GCC Clause 42.1(d), the PE shall,

(a) terminate the Supplier's employment under the Contract and cancel the contract, after giving 14 days notice to the Supplier and the provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.1

(b) declare, at its discretion, the concerned Person to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.

43. Termination for insolvency

43.1 The PE shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PE

	and/or the Supplier.
44. Termination for Convenience	<p>44.1 The PE, by written notice sent to the supplier, may terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the PE's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.</p> <p>44.2 Any of the following circumstances may constitute sufficient grounds to terminate a contract for conveniences :</p> <p>(a) If Physical and economic conditions have significantly changed so as to render the contract no longer economically, financially or technically feasible, as determined by the Head of PE;</p> <p>(b) The Head of PE has determined the existences of conditions that make contract implementation impractical and/or unnecessary, such as, but not limited to , fortuitous event/s, change in laws and government policies;</p> <p>(c) Funding for the contract has been withheld or reduced;</p> <p>(d) Any circumstances analogous to the foregoing.</p> <p>44.3 The GOODS that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the PE at the contract terms and prices. For GOODS not yet performed and/or ready for delivery, the PE may elect:</p> <p>(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or</p> <p>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.</p>
45. Procedures for Termination of Contracts	<p>45.1 The following provisions shall govern the procedures for termination of this Contract as stated under GCC Clauses 42,43 and 44:</p> <p>(d) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the PE shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;</p> <p>(e) Upon recommendation by the PE, the Head of the PE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:</p> <p>i. that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;</p>

- ii. the extent of termination, whether in whole or in part;
 - iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - iv. special instructions of the PE, if any.
- (f) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (g) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the PE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the PE shall issue an order terminating this Contract;
- (h) The PE may, at anytime before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (i) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the PE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (j) The Head of the PE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the PE.

46. Contract Amendment

46.1 Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

46.2 The PE, in accordance with their Delegation of Financial Powers, may amend the Contract to reflect the changes introduced to the Original terms and Conditions of the Contract.

47. Settlement of Disputes

47.1 Amicable Settlement:

(a) The PE and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

47.2 Adjudication

	<p>(a) If the Supplier /PE believe that amicable settlement of dispute is not possible between the two parties, the dispute shall be refereed to the Adjudicator within fourteen (14) days of first written correspondence on the matter of disagreement;</p>
	<p>(b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.</p>
	<p>(c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it;</p> <p>(d) The supplier shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the PE shall reimburse half of these fees through the regular progress payments;</p> <p>(e) Should the Adjudicator resign or die, or should the PE and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the PE and the Supplier. In case of disagreement between the PE and the Supplier the Adjudicator shall be designated by the Appointing Authority designated in the PCC at the request of either party, within fourteen (14) days of receipt of a request from either party.</p>
	<p>47.3 Arbitration</p> <p>(a) If the Parties are unable to reach a settlement under GCC Clause 47.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 47.3(b);</p>
	<p>(b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.</p>

Tender/Proposal Detail			
Tender/Proposal ID :	1038230	Invitation Reference No. :	18.11.0000.181.14.485.24.777
Closing Date and Time :	30-Dec-2024 16:00	Opening Date and Time :	30-Dec-2024 16:00
Procuring Entity :	Office of the Project Director of BRWTP1		
Brief :	BRWTP-G4A Lot-2 Office equipment for PIU		

Particular Conditions of Contract		
PCC Clause		
.		
1. Definitions		
(j) Procuring Entity (PE) means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;		
The PE is [Md. Ayub Ali, Office of the Project Director of BRWTP1,		
Address	: 141-143, Motijheel, Dhaka-1000	
City	: Dhaka	
Thana	: Dhaka South City Corporation	
District	: Dhaka - 1000	
Country	: Bangladesh	
] The Development Partner is [World Bank]		
(o) Site means the point(s) of delivery named in the PCC		
Sl. No	Site location	Site detailed information
1	PE Office	Level-19,21, BSC Tower, 2-3 Rajuk Avenue, Dhaka-1000
5.Documents Forming the Contract and the order of precedence		
(i) Price and Completion Schedule for Related Services;		
Sl. No	Other documents forming part of the Contract	
1	The following documents shall also be part of the Contract: I. Signed Tender Submission sheet, II. Photocopy of Bank Guarantee (Performance Security)` III. Technical Documents.	
.		
11. Communications and Notices		
11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC		
For notices, the PE’s contact details shall be:		
Attention:		
Address:		
Telephone:		
Facsimile number:		
Electronic mail address:		

For notices, the Supplier's contact details shall be:

Attention:

Address:

Telephone:

Facsimile number:

Electronic mail address:

18.Scope of Supply

18.1 Subject to the PCC, the Goods and Related Services to be supplied shall be as specified in e-PG3-3A and e-PG3-3B : Price and Delivery Schedule for Goods and Price and Completion Schedule for Related Services.

Sl. No	The scope of Supply
1	Mentioned in Price and Delivery Schedule for Goods and Price and Completion Schedule for Related Services.

22. Packing and Documents

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Clause 22.1, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the PE.

Sl. No	The packages packing, marking and documentation
1	A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows: BIWTA i. Name and address of Procuring Entity ii. Name of the Supplier iii. Contract Description iv. Final Destination/Delivery Point v. Gross weight vi. Package number of total number of packages vii. Brief description of the content viii. Any special lifting instructions ix. Any special handling instructions Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral.

23. Delivery and Documents

23.1 Subject to GCC Sub-Clause 19, the Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the PCC.

Sl. No	The documents to be furnished by the Supplier
1	a. Copies of Suppliers invoice showing goods description, quantity, unit price, total amount; b. Delivery note, railway receipt, or truck receipt (if any); c. Manufacturer or Manufactures agent/dealer/supplier warranty certificate; d. Certificate of origin from manufacturer/manufacturers authorized agent/ dealer/distributor of supplied goods. e. Import document (bill of lading, L/C papers, Customs clearance documents etc) (if any) ; f. copies of the packing list identifying the contents of each package; g. Inspection certificate issued by the representative(s) of Purchasers that the goods supplied are new and original h. Receiving certificate after completion of the supply issued by the representative(s) of Purchasers

25. Contract Price

25.1 The Contract Price shall be specified in the PCC.

The original Contract price is [null]

25.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the price as stated under GCC Sub-Clause 25.1, with the exception of any change in price resulting from a Change Order issued under GCC Clause 19, or if applicable, adjustments authorized in accordance with the price adjustment provision specified in the PCC.

The Prices charged for the Goods supplied and the Related services performed shall not be adjustable.

27. Terms of Payment

27.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the PCC.

Advance Amount Percentage	Days to Complete Advance Payment	On Delivery and Acceptance Percentage	On Delivery and Acceptance Due Date supported by the Acceptance Certificate issued by the PE
0.000	0	100.000	30

27.3 Payments shall be made promptly by the PE, but in no case later than the days indicated in the PCC after submission of an invoice or request for payment by the Supplier, and after the PE has accepted it.

Payments shall be made in no case later than the days [[30]] after submission of an invoice or request for payment by the Supplier, and after the PE has accepted it

27.5 In the event that the PE fails to pay the Supplier any payment by its respective due date or within the period set forth in the PCC, the PE shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the PCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

Payment-delay period	Payment-delay percentage
60	1.000

32. Inspections and Tests

32.1 The PE shall have the right to test the Goods to confirm their conformity to the Contract specifications. The PCC and Technical specifications shall specify what tests the PE requires and where they are to be conducted. The supplier shall at its own expense and at no cost to the PE, carry out all such tests of the Goods and related services as are specified in the Contract.

Goods	Type of test	Time or milestone	Place	Procedure
All Goods	NA	NA	PE Office	NA

33. Warranty

33.3 In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or other such period as may be specified in the PCC.

The period of validity of the Warranty shall be [365] days

33.6 Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the PE.

The Supplier shall correct any defects covered by the Warranty within [14] of days of being notified by the PE of the occurrence of such defects.

35. Liquidated Damages

35.1 Subject to GCC Clause 34 and 38, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule specified in the contract or as extended, the Procuring Entity shall, as Liquidated Damages or Delay Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the undelivered

Goods and related services or part thereof delivered after the Delivery and Completion Schedule or as extended. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated damages from payments due to the Supplier. Payment of Liquidated damages shall not affect the Supplier's liabilities.

Liquidated Damages for the uncompleted Works or any part per day of delay (%)	The maximum amount of Liquidated Damages (%)
0.100	10.000

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47. Settlement of Disputes

(b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.

Adjudicator Name *	Fees *	The name of the appointing authority of the Adjudicator *
Chairman, BIWTA	5000.000	PIU, BRWTP-1, BIWTA.

(b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.

The arbitration shall be conducted in the place mentioned below;
[Office of the chairman, BIWTA.]

Package Detail	
Package No.	BRWTP-G4A Lot-2
Package Description	Office equipment for PIU

e-Tender Submission Letter (Form e-PG3 1)

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Table Name :	
Description	Tenderer's Response
<p>We, the undersigned, offer to supply the Goods and related Services in conformity with the Conditions of Contract and associated Contract documents and e-TD. In signing this letter in the form of e-Signature/Digital Signature (by clicking on a Final Submission button, Tenderer is signing this e-Tender submission document), and in submission of our e-Tender, we also confirm that: a) Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period. b) If our Tender is accepted, we commit to furnishing a Performance Security in the amount stated in the Tender Data Sheet in the form stated in Tender Data Sheet and valid for a period of 28 days beyond the date of completion of our performance obligations. c) We have examined and have no reservations to the e-TD including Addendum issued in accordance with the instructions to Tenderer. d) We, declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents. e) We, including any manufacturer or subcontractor for any part of the contract have or will have nationalities from eligible countries, in accordance with ITT 5.1. f) We, our affiliates or subsidiaries, including any of our manufacturer or subcontractors for any part of the contract, have not been declared ineligible by the Government of Bangladesh or the Development Partner, under the laws of Bangladesh or official regulations or by an act of compliance with a decision of the United Nations Security Council on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with ITT sub-clause 5.7. g) Furthermore, we are aware of ITT concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract. h) We, confirm that we do not have a record of poor performance as stated in ITT sub-clause 5.8, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information (e-PG3-2) i) We, confirm that we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT sub-clause 5.9. j) We, confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT sub-clause 5.10 k) We, including any manufacturer or subcontractor for any part of the contract, do not have any conflict of interest in accordance with ITT sub-clause 5.6. l) We understand that your Notification of Award through e-GP system shall become a binding Contract between us, until a formal Contract is prepared and executed. m) We understand that you reserve the right to accept or reject any Tender, to cancel the Tender proceedings, or to reject all Tenders, without incurring any liability to Tenderers., n) The total price of our Tender is mentioned in the summary of Price Schedules as auto generated by the e-GP system</p>	<div>  </div>
Attachment 1: Scanned copy of written confirmation authorising the above signatory to submit the Tenderer, in accordance with ITT Sub-Clause 35.4.	

Tenderer Information Form (e-PG3-2)

<p>Tenderer's profile information will come from the e-GP System.</p> <p>A. Individual Tenderers</p>
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Table Name : 1. Litigation History:
Litigation history shall comply with the requirement as specified in ITT 16.1(b)
Description (to be filled by Tenderer)

Table Name : 2. Qualification Information of the Tenderer:

Description	Tenderer's Response
2.1 Number of years of general experience of the Tenderer in the supply of goods and related services as stated under ITT Sub-Clause 15.1(a):	
2.2 Number of completed supply contracts in the supply of similar goods and related services of required value within the period as stated under ITT Sub-Clause 15.1(b):	
a) Number of Contracts:	
b) Value of the Contracts:	
c) Period of the Contract:	
2.3 The supply and/or production capacity of Goods, if applicable, as stated under ITT Sub-Clause 15.1.(c)	
2.4 Availability of liquid assets i.e. working capital or credit line(s) from any Scheduled Bank, net of other contractual commitments as stated under ITT Clause 16.1(b)	

Technical Specifications and Compliance of Goods and related services (Form e-PG3-4)

Notes on Technical Specifications:

Note 1:

[The PE shall follow the Rule 29 of Public Procurement Rule, 2008 while preparing the Technical Specifications of the Goods]

[A set of precise and clear specifications is a prerequisite for Tenderes to respond realistically and competitively to the requirements of the PE. In the context of Competitive Tender, the specifications must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness and economy in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials]

Note 2:

[The PE must explain in clear terms the exact Technical Specification and any relevant National or International Standards which have to be followed for the manufacture and supply of the goods or related services. Technical Specifications shall specify what inspection and/or tests the PE requires and where they are to be conducted]

Note 3:

Keep the same Item no. in price schedule and technical specification form.

Table Name :

Item No.	Name of Goods	Detailed Technical Specification and Standards required	Inspection and/or tests required and test place	Country of Origin	Make, and Model or Brand (when applicable)	Full Detailed Technical Specifications and Standards offered
1	High quality 85 Inch QLED 4K UHD Smart TV Display: 85" 4K	Immersive color & contrast with QLED powered by Quantum Dot Motion Rate 200 for a picture that keeps up with the action AI Upscaling to upgrade your content to 4K resolution Brand:	Inspected by PE			

	UHD (3,840 x 2,160) QLED	To be Specified by the bidder. Model: To be Specified by the bidder.				
2	Professional grade microphone system	Clear professional grade audio	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	Webcam, high resolution	High quality video for conference calls.	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	HDMI, Power and network cable with accessories	HDMI, Power and network cable with accessories for seamless integration	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	Image CLASS Wireless Multifunction Printer Print, Scan, Copy	Print Speed (A4): Up to 27ppm Print volume: 500 - 2,500 pages Print Resolution: Up to 1200 x 1200dpi Brand/ Model: To be Specified by the bidder	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
6	Laser Multi-Function Wireless Duplex Printer (30 PPM), Printer Type: Black & White	Functions: Print, Copy, Scan Memory: 32MB Interface: Wireless & USB Brand/ Model: To be Specified by the bidder.	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
7	Color leser jet enterprise M554 Toner Set for printer	Color leser jet enterprise M554 Toner Set for printer	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
8	UPS for computer	Low voltage input Capacity: 650VA Load Capacity: 360W Frequency: 50 - 60Hz	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
9	Dual Band Gigabit Wi-Fi 6 Router	Frequency: Minimum 2.4GHz and 5GHz 4x external fixed 5dBi antennas Dual-core CPU, OFDMA Technology	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
10	SSD for Laptop	Disk Type: Internal Capacity: Minimum 512GB Read Transfer Rate: Minimum 3500MB Write Transfer Rate: Minimum 3500MB 2400MB/s, Drive	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
11	Portable HDD	Capacity: Minimum 2TB Micro-B Connector USB : Minimum 3.0 Gen 1/ USB 2.0 compatible 256-bit AES hardware encryption	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
12	High quality 65-inch 4K Ultra HD Smart TV Full Array LED	65", 4K UHD 3840 x 2160 LED Panel HDR10, HLG & Dolby Vision Compatibility Google TV OS Brand: To be Specified by the bidder. Model: To be Specified by the bidder.	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
13	Standard Throw Projector Resolution: Minimum XGA (1024x768)	Brightness: Minimum 4000 Ansi Lumens Display Type: Liquid Crystal Display Aspect Ratio: Minimum 4:3 (Standard)/16:9(Compatible) Brand/model: To be Specified by the bidder.	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
14	Director Table Emanuel	Made from Kiln-dried imported Beech wood and veneered engineered wood. High quality	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>

		environment friendly Ultra Violet (UV) and Polyurethane (PU) Lacquer in antique (outside) and natural (inside) finish. Please refer to images for dimension details. Any assembly or installation required will be done by the HATIL team at the time of delivery (one day after delivery for CKD items) .Imported high quality hardware fittings. Indoor use only. Weight 407.00 Kgs. Most of our furniture is made of natural components, which will have natural differences in grain construction and occasional minor blemish.				
15	High quality director Chair Emanuel.	High quality director Chair Emanuel.	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>
16	Visitors Chair high quality Emanuel.	Visitors Chair high quality Emanuel.	Inspected by PE	<input type="text"/>	<input type="text"/>	<input type="text"/>

Price and Delivery Schedule for Goods (Form e-PG3-3A)

Note 1: Delivery period starts from the date of contract signing.

Table Name :										
Item No (1)	Description of Item (2)	Measurement Unit (3)	Quantity (4)	Point of Delivery (5)	Delivery Period (in days) (Note:1) (6)	Country of Origin (7)	Unit Price in Figure (BDT) (8)	Unit Price in Words (BDT) (9)	Total Price in Figure (BDT) (10)	Total Price in Words (BDT) (11)
1	High quality 85 Inch QLED 4K UHD Smart TV Display: 85" 4K UHD (3,840 x 2,160) QLED	Nos	1	PE office	60	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2	Professional grade microphone system	Nos	5	PE office	60	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3	Webcam, high resolution	Nos	1	PE office	60	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4	HDMI, Power and network cable with accessories	Lump Sum	1	PE office	60	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5	Image CLASS Wireless Multifunction Printer Print, Scan, Copy	Nos	1	PE office	60	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
6	Laser Multi-Function Wireless	Nos	4	PE office	60	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

	Duplex Printer (30 PPM), Printer Type: Black & White									
7	Color leser jet enterprise M554 Tonner Set for printer	Set	5	PE office	60					
8	UPS for computer	Nos	8	PE office	60					
9	Dual Band Gigabit Wi-Fi 6 Router	Nos	3	PE office	60					
10	SSD for laptop	Nos	6	PE office	60					
11	2TB My Passport Portable HDD	Nos	3	PE office	60					
12	High quality 65-inch 4K Ultra HD Smart TV Full Array LED	Nos	1	PE office	60					
13	Standard Throw Projector	Nos	1	PE office	60					
14	Director Table Emanuel	Nos	1	PE office	60					
15	High quality director Chair Emanuel.	Nos	1	PE office	60					
16	Visitors Chair high quality Emanuel. Brand/model: To be Specified by the bidder.	Set	6	PE office	60					
								Grand Total :		

The Goods covered by this Tendering process shall require to be delivered in accordance with this Delivery and Completion Schedule. No credit will be given for earlier completion.

Price and Delivery Schedule for Related Services (Form e-PG3-3B)

Note 1: Delivery period starts from the date of contract signing.

Table Name :										
Item No. (1)	Description of Item (2)	Measurement Unit (3)	Quantity (4)	Point of Completion (5)	Completion Period (in days) (6)	Country of Origin (7)	Unit Price in Figure (BDT) (8)	Unit Price in Words (BDT) (9)	Total Price in Figure (BDT) (10)	Total Price in Words (BDT) (11)
1	Supply, Installation,	nos	1	PE office	60					

	fully run of the equipment and all goods									
								Grand Total :		