



**BANGLADESH NATIONAL MUSEUM
SHAHBAGH, DHAKA-1000.**

Tender No.05 /2015-2016, Date: 18/08/2015

**CONTRACT DOCUMENT
WITH
FORM OF TENDER, INSTRUCTIONS TO TENDERERS, CONDITIONS OF
CONTRACT, SPECIFICATION WITH BID SCHEDULE**

লট-ছ) স্মারক দ্রব্য সরবরাহ কাজ

বাংলাদেশ জাতীয় জাদুঘর
শাহবাগ, ঢাকা-১০০০

বাজা/স্টেতার নং: ০ ৮ /২০১৫-২০১৬

তারিখ: ১৮ আগস্ট ২০১৫

দরপত্র বিজ্ঞপ্তি

১.	মহানগর্য/বিভাগ	সংস্কৃতি বিষয়ক মহানগর্য		
২.	সংস্থা	বাংলাদেশ জাতীয় জাদুঘর, ঢাকা		
৩.	যে জন্য দরপত্র আহ্বান	ডায়েরী, নোটবুক, ভিউকার্ড, পুস্তক, ফোল্ডার, মেটিপ্যাড ও খাম ইত্যাদি মুদ্রণ এবং উপহার বাজ, কাগজের ব্যাগ ও স্মারক দ্রব্য সরবরাহ		
৪.	দরপত্র আহ্বানের তারিখ	১৮/০৮/২০১৫ খ্রিস্টাব্দ		
৫.	সমগ্র্য পদ্ধতি	উন্মুক্ত দরপত্র পদ্ধতি (OTM)		
৬.	দরপত্র দাখিলের স্থান, তারিখ ও সময়	বাংলাদেশ জাতীয় জাদুঘর, শাহবাগ, ঢাকা-১০০০ বিজ্ঞপ্তি প্রকাশের পর থেকে ১৩/০৯/২০১৫ তারিখ অফিস চলাকালীন বেলা: ১২.০০ ঘটিকা পর্যন্ত		
৭.	দরপত্র খোলার স্থান, তারিখ ও সময়	বাংলাদেশ জাতীয় জাদুঘর বোর্ড অব ট্রাস্টিজ সভাকক্ষ, ১৩/০৯/২০১৫ তারিখ, বেলা ২.০০ ঘটিকা		
৮.	দরপত্র দাখিল প্রাপ্তির ঠিকানা	দরপত্র দাখিল জাদুঘরের ওয়েবসাইট থেকে ডাউনলোড করে নিতে হবে (Website address : www.bangladeshmuseum.gov.bd)		
৯.	দরদাতার যোগ্যতা	মুদ্রণ ও প্রকাশনার অভিজ্ঞ প্রকৃত ঠিকাদারী প্রতিষ্ঠান বা বিজ্ঞাপনী সংস্থা বা অনুরূপ সেবা প্রদানকারী সংস্থা দরপত্র প্রতিযোগিতায় অংশগ্রহণ করতে পারবে। দরপত্রের সাপেক্ষে হাল নাগাদ ট্রেড লাইসেন্স, ভ্যাট নিবন্ধন সনদপত্র, আয়কর পরিশোধের সনদপত্র ইত্যাদি এবং দরপত্র দাখিলে বর্ণিত সকল সনদপত্র প্রথম শ্রেণির মেজেটেড কর্মকর্তা কর্তৃক সত্যায়িত করে দরপত্রের সাথে দাখিল করতে হবে। অসম্পূর্ণ দরপত্র বাতিল বলে গণ্য হবে। ক) দরদাতাকে পুস্তক ও মুদ্রিত দ্রব্যাদি উৎপাদন ও সরবরাহে বিপত্ত ৫ বৎসরে ন্যূনতম ৫০ লক্ষ টাকার কাজের অভিজ্ঞতা থাকতে হবে। খ) বিপত্ত ৫ বৎসরের মধ্যে প্রত্যেক দরদাতার একক দরপত্রে কোন সরকারী/ আধা সরকারী/ স্বায়ত্বশাসিত প্রতিষ্ঠানের বা বৃহৎ কোম্পানিতে একই ধরনের কাজে ন্যূনতম ৫.০০ (পাঁচ) লক্ষ টাকার কাজের অভিজ্ঞতা থাকতে হবে, এই মর্মে সংশ্লিষ্ট অফিস প্রধান বা দায়িত্বপ্রাপ্ত কর্মকর্তা পদত্ব কার্যাদেশপত্রসহ কাজ সম্পাদনের সনদপত্র সংযুক্ত করতে হবে। গ) দরপত্র শিডিউলে বর্ণিত ব্যাংক সলভেন্সী সার্টিফিকেট দিতে হবে। ঘ) টেন্ডার দাখিলের চাহিদা অনুযায়ী পূর্ব অভিজ্ঞতার যথাযথ সনদ ও প্রমাণ দাখিল করতে হবে। ঙ) এছাড়া প্রতিটি পত্রের জন্য দরপত্র দাখিলে (টেন্ডার শিডিউলে) বর্ণিত দাখিল পত্র, পূর্বকৃত কর্মের স্যাম্পল, ডায়, সার্ভিসের গ্রাফিক ডিজাইনার প্রমাণের সনদসহ জীবন বৃত্তান্ত ইত্যাদি দরপত্রের সাথে আবশ্যিকভাবে দাখিল করতে হবে যা না হলে দরপত্র সরাসরি বাতিল করা হবে। চ) স্মারক দ্রব্যাদি সরবরাহ কাজে অভিজ্ঞতা থাকতে হবে।		
১০.	পটী নং	কাজের বিবরণ	দরপত্রের জামানত	কাজ সম্পাদনের সময়
	লট-ক.	ডায়েরী ও নোটবুক মুদ্রণ এবং সরবরাহ কাজ।	উদ্ধৃত মূল্যের ৩%	৪৫ (পঁয়তাল্লিশ) দিন
	লট-খ.	ভিউকার্ড মুদ্রণ ও সরবরাহ কাজ।	উদ্ধৃত মূল্যের ৩%	৩০ (ত্রিশ) দিন
	লট-গ.	পুস্তক মুদ্রণ ও সরবরাহ কাজ।	উদ্ধৃত মূল্যের ৩%	৩০ (ত্রিশ) দিন
	লট-ঘ.	ফোল্ডার ও মেটিপ্যাড মুদ্রণ এবং সরবরাহ কাজ।	উদ্ধৃত মূল্যের ৩%	৩০ (ত্রিশ) দিন
	লট-ঙ.	খাম মুদ্রণ, তৈরি ও সরবরাহ কাজ।	উদ্ধৃত মূল্যের ৩%	৩০ (ত্রিশ) দিন
	লট-চ.	উপহার বাজ ও কাগজের ব্যাগ তৈরি এবং সরবরাহ কাজ।	উদ্ধৃত মূল্যের ৩%	৪৫ (পঁয়তাল্লিশ) দিন
	লট-ছ.	স্মারক দ্রব্য সরবরাহ কাজ।	উদ্ধৃত মূল্যের ৩%	৩০ (ত্রিশ) দিন
১১.	দরপত্র আহ্বানকারী কর্মকর্তার পরিচয় ও যোগাযোগ	নূরে নাসরীন স্বীপার, জ্ঞানশিক্ষা বিভাগ বাংলাদেশ জাতীয় জাদুঘর, শাহবাগ, ঢাকা-১০০০ ফোন: ৯৬৭৫০৫১, ফ্যাক্স: ৮৮-০২-৯৬৬৭৩৮১		
১২.	ক) নিম্নে মুদ্রিত পোটোরহেতে দরপত্র দাখিল করতে হবে। খ) পিপি আর ২০০৮ ও সংশোধনী ২০১২-এর বিধানাবলী কার্যকর হবে। গ) দরপত্র মূল্যতন কমিটির সুপারিশ ও যথাযথ কর্তৃপক্ষ কর্তৃক অনুমোদন লাভের পর কার্যাদেশ প্রদান করা হবে। ঘ) প্রকাশনা সংক্রান্ত সকল প্রকার টেন্ডার জাদুঘর কর্তৃক সরবরাহ করা হবে। ঙ) সকল দরদাতা জাদুঘর কর্তৃপক্ষ কর্তৃক প্রকাশনার জন্য নির্বাচিত ছবি নিজ বায়ে জাদুঘর থেকে সংগ্রহ করবে। চ) জাদুঘর কর্তৃপক্ষ সকল দরপত্র গ্রহণ বা বাতিল করার ক্ষমতা সংরক্ষণ করে।			

নূরে নাসরীন

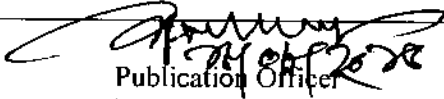
স্বীপার, জ্ঞানশিক্ষা বিভাগ
বাংলাদেশ জাতীয় জাদুঘর, শাহবাগ, ঢাকা-১০০০
ফোন: ৯৬৭৫০৫১, ফ্যাক্স: ৮৮-০২-৯৬৬৭৩৮১

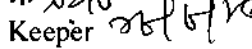
Section 1. Instructions to Tenderers

A. General

- 1. Scope of Tender** 1.1 The Procuring Entity, as indicated in the Tender Data Sheet (TDS) wishes to issues these Tender Documents for the supply of Goods, and Related Services incidental thereto, detailed in **Section 6: Schedule of Requirements**.
- 2. Corrupt, Fraudulent, Collusive or Coercive Practices** 2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
 - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
 - (c) that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in the Rule 127.
- 2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -
- (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
 - (b) reject any recommendation for award that had been proposed for that concerned Tenderer or;
 - (c) 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.
- 3. Eligible Tenderers** 3.1 If so specified in TDS, only Enlisted Tenderers of the categories specified in the TDS are eligible to participate in the Tender under Limited Tendering Method (LTM).
- 3.2 In case of Open Tendering Method, invitation for Tenders is open to all potential Tenderers.
- 3.3 The Tenderer shall have the legal capacity to enter into the Contract.
- 3.4 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules, 2008.
- 3.5 The Tenderer 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 or coercive practices as stated under ITT Clause 2.
- 3.6 The Tenderer is solvent, e.g. the Tenderer is financially capable to perform the contract for the proposed Procurement.
- 3.7 The Tenderer shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.

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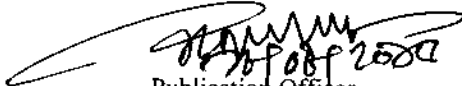
B. Tender Document

4. **Clarification of Tender Documents** 4.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the TDS before two-third of time allowed for preparation and submission of Tender elapses.
5. **Addendum to Tender Documents** 5.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an addendum pursuant to Rule 95 of the Public Procurement Rules, 2008.


C. Tender Preparation

6. **Contents of Tender** 6.1 The Tender prepared by the Tenderer shall comprise the following:
- (a) Tender Submission Letter (**Form PG2-1**) as furnished in Section 4: Tender Forms, which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be considered as non-responsive as being incomplete;
 - (b) The completed Price Schedule for Goods and Related Services (**Form PG2-2**);
 - (c) **Tender Security** as stated under ITT Clause **12 & 13** ;
 - (d) The completed Specifications Submission and Compliance Sheet (**Form PG2-3**);
 - (e) Written confirmation authorising the signatory of the Tender to commit the Tenderer (**Attachment 1 of Form PG2-1**);
 - (f) A certificate issued by the competent authority stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number (as applicable);
Valid Trade License;
7. **Tender Prices** 7.1 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.
- 7.2 All lots or items as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule following the **Form PG2-2**. The price to be quoted in the Tender Submission Letter shall be the total price of the Tender
- 7.3 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit rates, prices and the total Tender price submitted by the Tenderer.
8. **Tender Currency** 8.1 All prices shall be quoted in Bangladesh Taka.
9. **Documents Establishing the Conformity of the Goods and Related services** 9.1 To establish the conformity of the Goods and Related Services to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods and Related services conform to the technical specifications and standards in Section 7, Technical Specifications.
10. **Technical Criteria** 10.1 The completed Specifications Submission and Compliance Sheet details the minimum specification of the goods required. The goods offered must meet this specification, but no credit will be given for exceeding the specification.

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- 11. Validity Period of Tender**
- 11.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity.
- 11.2 A Tender valid for a period shorter than that specified shall be considered as non-responsive.
- 12. Tender Security**
- 12.1 Tender Security as specified in **TDS**.
- 13. Form of Tender security**
- 13.1 The Tender Security shall be at the Tenderer's option, be either in the form of a bank draft or pay order.
- 13.2 The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.
- 13.3 Tender not accompanied by a valid Tender Security shall be considered as non-responsive.
- 14. Forfeiture of Tender Security**
- 14.1 The Tender security pursuant to Rule 25 of the Public Procurement Rules, 2008 may be forfeited if a Tenderer:
- (a) withdraws its Tender after opening of Tenders but within the validity of the Tender; or
 - (b) refuses to sign the Contract ; or
 - (c) Does not accept the correction of the Tender price following the correction of arithmetic errors.

D. Tender Submission

- 15. Deadline for Submission of tenders**
- 15.1 Tenders shall be delivered to the Procuring Entity at the address specified in the **TDS** and no later than the date and time specified in the **TDS**. Late submissions will be not be considered.

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E. Tender Opening and Evaluation

- 16. Tender Opening** 16.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of The Public Procurement Rule, 2008 as specified in the **TDS** but no later than **ONE HOUR** after expiry of the submission date line.
- 17. Evaluation of Tenders** 17.1 The Tender Evaluation Committee (**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 Tender Document. The evaluation process should begin immediately after tender opening following four steps:
- (a) Preliminary Examination;
 - (b) Technical Examinations and Responsiveness;
 - (c) Financial evaluation and price comparison;
 - (d) Post-qualification of the lowest evaluated responsive Tenders.
- 18. Preliminary Examination** 18.1 The TEC shall **firstly** examine the Tenders to confirm that all documentation requested in ITT Clause 6 has been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order below:
- (a) verification of the completeness of the eligibility declaration in the Tender Submission Letter (**Form PG2-1**);
 - (b) verification of the Trade License ;
 - (c) verification of the eligibility requirements as stated under **ITT Clause 3** ;
 - (d) verification of the written authorization confirming the signatory of the Tenderer to commit the Tender has been attached with Tender Submission Letter (**Form PG2-1**);
 - (e) Verification of the Tender Security, if applicable.
- 18.2 The TEC shall confirm that the above documents and information have been provided in the Tender and the completeness of the documents and compliance of instructions given in corresponding ITT Clauses shall be verified, failing which the tender shall be considered as non-responsive.
- 19. Technical Examinations & Responsiveness** 19.1 Only those Tenders surviving preliminary examination need to be examined in this phase.
- 19.2 **Secondly**, the TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below:
- (a) verification and examination of the documentary evidence and completed Specification Submission Sheet (Form PG2-3) to establish the conformity of the Goods and Related Services to the Tender Documents.
 - (b) Verification and examination of the documentary evidence that Tenderer has met all the requirements in regards to scope of Supply as stated under Section 6, Schedule of Requirements, without any material deviation or reservation.


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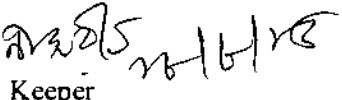

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- 19.3 TEC may consider a Tender as responsive in the evaluation, only if comply with the mandatory requirements as stated under Clause 19.2
- 20. Clarification on Tender**
- 20.1 The TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to assist the examination and evaluation of the Tenders.
- 20.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.
- 21. Correction of Arithmetical Errors**
- 21.1 The TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) pursuant to Rule 98(11) of the Public Procurement Rule, 2008.
- 21.2 Any Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors as determined by the application of ITT Sub-Clause 21.1 shall be considered as non-responsive.
- 22. Financial Evaluation**
- 22.1 **Thirdly** the TEC, pursuant to Rule 98 of the Public Procurement Rules, 2008, will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set out in the Tender Document
- 22.2 To evaluate a Tender in this stage, the Procuring Entity shall consider the following:
- (a) Verification and examination of the Price Schedule for Goods and Related Services (Form PG2-2);
 - (b) Evaluation will be done for each Item or lot by lot;
 - (c) Adjustment for correction of arithmetical errors
- 23. Price Comparison**
- 23.1 The TEC shall compare all responsive Tenders to determine the lowest-evaluated Tender.
- 24. Negotiation**
- 24.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer pursuant to Rule 99 of the Public Procurement Rules, 2008.
- 25. Post-qualification**
- 25.1 After determining the lowest-evaluated responsive tender as sated under ITT Sub-Clause 23.1, the TEC pursuant to Rule 100 of the Public Procurement Rules, 2008, shall carry out the Post-Qualification of the Tenderer.

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Section 2. Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided below:

Instruction to Tenderers

A. General

A.1. The Procuring Entity is: Director General, Bangladesh National Museum

A.2. **The Name of the Tender Is:** (লট-ছ) স্মারক দ্রব্য সরবরাহ কাজ।

A.3. Tender Ref: 05 /2015-2016, Date: 18 /08/2015

B. Tender Document

B.1 The following are the offices of the Procuring Entity or authorised agents for the purpose of providing the Tender Document:
The tender document will be available in Bangladesh National Museum website.

Bangladesh National Museum website: URL www.bangladeshmuseum.gov.bd)


B.2 For **clarification of Tender Document purposes** only, the Procuring Entity's address is:

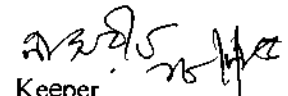
Attention : Keeper, Public Education Department

Address : Bangladesh National Museum, Shahbagh, Dhaka-1000.

Telephone : 9675051

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C. Qualification Criteria

C.1. The minimum number of years of general experience of the Tenderer in the supply of Goods and Services shall be 5(five) years.

C.2 Basic Qualifications

In order to qualify, the Tenderer shall have to meet Basic Qualifications outlined below. Failure to meet any or more of the Criteria as stated below shall render the Tender Non-responsive.

The bidder must have following valid papers to prove his qualification to participate in the Tender process.

C.2.1. *Up to date Trade License.*

C.2.2. *Photo copy of National ID card or valid Passport.*

C.2.3. *Income tax clearance certificate for 2014-2015.*

C.2.4. *VAT Registration Certificate with TIN.*

C.2.5. *Company Certificate of Incorporation (in case of limited company).*

C.2.6. *TIN Certificate.*

C.2.7. *Mailing Address of the office of the tenderer with Telephone/ Mobile phone number shall have to be submitted in a letter head pad with signature and seal. To verify the address of the Tenderer the committee/the officials will visit the office of the Tenderer. Incase of false address the tender will be treated as non-responsive.*

C.2.8. *Minimum supply experience of Tk. 20(twenty) lac over a period of last 5(five) years.*

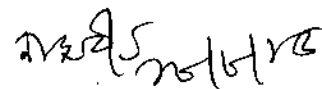
C.2.9. *One Contract of at least 2(two) lac completed in last 5 years under any gov/semi-gov/autonomous body/ MNC/established NGO for similar job. Work completion Certificate must be signed by Head of the office an authorised officer.*

C.2.10. *Bank solvency certificate for an amount by BDT 2.00 (two) lac from the date of publication of notice upto the date of 13.09.2015 signed by an authorised officer shall have to be submitted.*

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D. Preparation of Tender

D.1	The Tender Validity period shall be 60 days.
D.2	Tenders being invited for the Tender Advertisement published in the newspaper and included in this document
D.3	The amount of Tender Security shall be 3% percent of the total value/quoted price of the item(s) quoted by the Tenderer only any schedule bank to be submitted as Pay Order/Bank draft in favour of Secretary, Bangladesh National Museum, Shahbag, Dhaka-1000.
D.4	<p>Documents to be submitted as part of the Technical Offer of the Tender are outlined below numbered D.4.1 to D4.11</p> <p><i>In order to qualify, the Tenderer shall have to submit following documents as part of the tender. Failure to submit any of the documents as stated below shall render the Tender Non-responsive.</i></p> <ol style="list-style-type: none"><i>1. The Tenderer must have Copies of Up to date Trade License.</i><i>2. Company Certificate of Incorporation (in case of limited company).</i><i>3. Photo copy of National ID card or valid Passport of the Tenderer/ CEO/ MD.</i><i>4. VAT Registration Certificate with TIN.</i><i>5. TIN Certificate.</i><i>6. Income tax clearance certificate for 2014-2015.</i><i>7. Mailing Address of the office of the tenderer with Telephone/ Mobile phone number shall have to be submitted in a letter head pad with signature and seal. To verify the address of the Tenderer the committee / the officials will visit the office of the Tenderer. Incase of false address the tender will be treated as non-responsive.</i><i>8. For Souvenir item supply one Contract of at least 2.00 (two) lac completed in last 5 years for a govt/ semi-govt/ autonomous body/ MNC/ established NGO for similar job.</i><i>9. Proof of average annual turnover of BDT 20.00 (twenty)lac over a period of last five years.</i><i>10. Bank solvency certificate for an amount by BDT 2.00 (five) lac. from the date of publication of notice upto the date of 13.09.2015 signed by an authorised officer shall have to be submitted.</i><i>11. Sample of 4 souvenir items (must be handicrafts: earthen, brass, wood/bamboo and leather) of BDT 100-150 range.</i>
D.5	<i>Failing submission of any documents as per requirement as stated in the Tender documents or submission of false documents whatsoever, the Tender shall be considered as non- responsive in accordance with the Public Procurement Act.</i>

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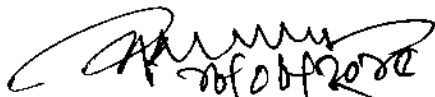
E. Submission of Tender

- E.1** (a) For **Tender submission purposes** only, the Procuring Entity's address is:
Keeper, Public Education Department, Bangladesh National Museum, Shahbagh, Dhaka-1000.
- (b) Location for dropping of Tender: Tender Box's will be placed at the following locations.
(i) Bangladesh National Museum Information centre, Shahbagh, Dhaka-1000.
- (c) The deadline for submission of Tenders is: Upto 12.00 noon on 13th September 2015 from the date of publication of tender notice during office hour.

F. Opening of Tenders

- F.1** The Tender opening shall take place at : Bangladesh National Museum
Address : Conference Room, Shahbagh, Dhaka.
Time & Date : At 2.00 pm on 13th September, 2015.

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Department of Public Education
Bangladesh National Museum

Section 3. General Conditions of Contract


1. Definitions

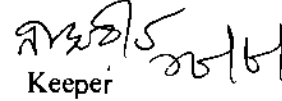
- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
 - (d) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract; ;
 - (e) **Day** means calendar days unless otherwise specified as working days;
 - (f) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract;
 - (g) **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 ;
 - (h) **Government** means the Government of the People's Republic of Bangladesh;
 - (i) **Procuring Entity** means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds;
 - (j) **Related Services** means Services linked to the supply of Goods contracts;
 - (k) **Supplier** means a Person under contract with a Procuring Entity for the supply of Goods and related Services under the Act;
 - (l) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Corrupt, Fraudulent, Collusive or Coercive Practices

- 2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
 - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
 - (c) That neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in the Rule 127.


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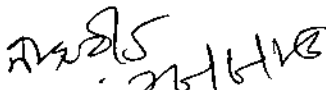

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- 2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -
- (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
 - (b) reject any recommendation for award that had been proposed for that concerned Tenderer or;
 - (c) 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.
3. **Documents Forming the Contract & the order of precedence**
- 3.1 The following documents forming the Contract shall be in the following order of precedence, namely :
- (a) the signed Contract Agreement;
 - (b) The Tender and the appendices to the Tender;
 - (c) Particular Conditions of Contract;
 - (d) General Conditions of Contract;
 - (e) Technical Specifications;
 - (f) Priced Schedule and schedule of requirements and ;
 - (g) Other Documents as appropriate.
4. **Assignment of Rights**
- 4.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part.
5. **Supplier's Responsibilities**
- 5.1 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
6. **Procuring Entity's Responsibilities**
- 6.1 The Procuring Entity 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.
7. **Acceptance**
- 7.1 Acceptance by the Procuring Entity shall be completed 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.
- 7.2 The appropriate Technical Inspection and Acceptance Committee of the Procuring Entity 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.
8. **Contract Price**
- 8.1 The Contract Price shall be specified in the PCC
9. **Transportation**
- 9.1 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.

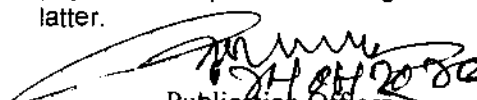
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of the Contractor

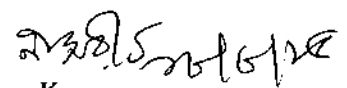

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- 10. Terms of Payment**
- 10.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
- On Delivery and Acceptance: 100% percent of the Contract Price of the Goods delivered shall be paid after submission of documents specified in GCC Clause 5, supported by the Acceptance Certificate issued by the Procuring Entity as per GCC Clause 7
- 11. Performance Security**
- 11.1 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 11.2 The Performance Security shall be discharged by the Procuring Entity 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, including any warranty obligations as stated under GCC Clause 13, provided that there are no claims filed against the supplier.
- 12. Inspections & Tests**
- 12.1 The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. The supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests of the Goods and related services as are specified in the Contract.
- 13. Warranty**
- 13.1 A warranty shall be required from the Supplier for a minimum period as may be specified in the PCC.
- 14. Delays in Delivery and Extensions of Time**
- 14.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the Contract.
- 14.2 The Procuring may extend original contract time, the extension shall be ratified by the Parties by amendment of the Contract as stated under GCC Clause 17.
- 15. Liquidated Damages**
- 15.1 Subject to the grant of time extensions by Procuring Entity, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery and/or perform the Related Services within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 0.5 percent of the Contract Price of the delayed Goods or unperformed Related Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction (10% of the Total Contract Price) . Once the maximum is reached, the Procuring Entity may terminate the Contract as stated under GCC Clause 16.
- 16. Termination for Default**
- 16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) The Supplier fails to perform any other obligation under the Contract;
- (b) If the Supplier, in the judgment of the Procuring Entity has engaged in corrupt, fraudulent, collusive or coercive practices, as stated under GCC Clause 2, in competing for or in executing the Contract;
- (c) When deduct able amount due to liquidated damage reaches its maximum as stated under GCC Clause 15.
- 16.2 Termination of a contract for default is without prejudice to other remedies available to the Procuring Entity for breach of contract, such as payment of liquidated damages and other, if there are grounds for the latter.

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**17. Contract
Amendment**

- 17.1 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.
- 17.2 The Procuring Entity, 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.


**18. Settlement of
Disputes**

- 18.1 Amicable Settlement:
The Procuring Entity 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.

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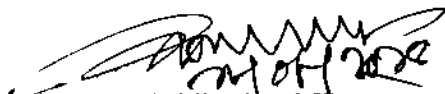
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Section 4. Particular Conditions of Contract

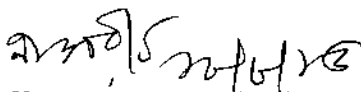
Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
4.2	<i>The Contract price is: [insert the contract Price]</i>
4.3	<i>The period of validity of the Warranty shall be: Not Applicable.</i>

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Section 5. Tender Forms & Contract Forms


Form	Title
	Tender Forms
PG2 – 1	Tender Submission Letter
PG2 – 2	Price Schedule for Goods & Related Services

Forms PG2-1 to PG2-2 comprises part of the Tender and should be completed as stated in ITT Clause 6.

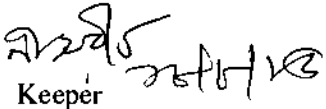
Contract Forms

PG2 – 6	Contract Agreement
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Price Schedule for Goods & Related Services (Form PG2-2)

Invitation for Tender No:		Date:	
Tender Package No:		Package Description:	<i>[enter description as specified in Section 6]</i>

A: PRICE OF GOODS (Including Spare Parts, Related Services if any) AND DELIVERY SCHEDULE

1	2	3	4	5	6
Item No.	Description Of Item	Unit	Quantity	Unit price to be quoted in figure & words.	Total price

Note 1: Price shall include all customs duties, VAT and other taxes already paid or payable if Contract is awarded and Shall be delivered price in final destination or at point of delivery.

Note 2: The Tenderer will complete these columns as appropriate following the details specified in Section 6: Schedule of Requirements.


Signature: *[insert signature of authorized representative of the Tenderer]*

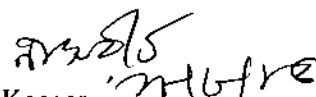
Name: *[insert full name of signatory with National ID]*

In the capacity of: *[insert designation of signatory]*

Duly authorized to sign the Tender for and on behalf of the Tenderer.

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Contractor


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Bangladesh National Museum

Contract Agreement (Form PG2 - 6)

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Procuring Entity] (hereinafter called "the Procuring Entity") of the one part and [name and address of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain goods and related services, viz, [brief description of goods and related services] and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka [Contract Price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The following documents forming the Contract shall be in the following order of precedence, namely :
 - (a) the signed Form of Contract Agreement;
 - (b) The Tender and the appendices to the Tender
 - (c) Conditions of Contract;
 - (d) Technical Specifications;
 - (e) Price Schedules and Schedule of Requirements and;
 - (f) other document, if any
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Procuring Entity:

For the Supplier:

Signature

Print Name


Title

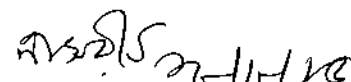
In the presence of

Name

Address

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Section 6: Schedule of Requirements


বাংলাদেশ জাতীয় জাদুঘর

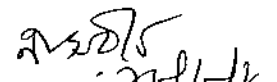
শাহবাগ, ঢাকা-১০০০

লট-ছ: স্মারক দ্রব্য সরবরাহ কাজ

ক্রমিক নং	বিবরণ	পরিমাণ	একক	একক মূল্য অংকে এবং কথায়	মোট টাকা
১.	সোলার তৈরি বক ও বাঘ (মাঝারি) C Wood Egret & T-M	২টি	প্রতিটি		
২.	বেতের তৈরি রিক্সা (ছোট) Cane Rickshaw-S	১২টি	প্রতিটি		
৩.	পরীপুতুল চায়না (মাঝারি) Pori D Chaina-M	২৪টি	প্রতিটি		
৪.	মাটির তৈরি জোড়া ঘোড়া ডোরাকাটা (ছোট) D Horse Couple-S	৬টি	প্রতিটি		
৫.	পিতলের তৈরি রিক্সা মাঝারি Brass Rickshaw- M	৪টি	প্রতিটি		
৬.	পিতলের তৈরি নৌকা (ছোট) Brass Boat-S	১২টি	প্রতিটি		
৭.	কাগজের তৈরি আয়না (বড়) P F Mirror-B	১২টি	প্রতিটি		
৮.	কাগজের তৈরি কোর্ট ফাইল Paper Coart File	১২টি	প্রতিটি		
৯.	পাটের ফটো এলবাম Jute Photo Album	১২টি	প্রতিটি		
১০.	স্পেশাল নোটবুক(কালার) S Notebook,Color	১২টি	প্রতিটি		
১১.	কৃত্রিম ফল ও ফলের ঝুড়ি A Fruit & F Basket	১২টি	প্রতিটি		
১২.	কাঠের তৈরি বাঘের খেলনা Wood Tiger toy	১২টি	প্রতিটি		
১৩.	পুতুল বড় Doll-B	৪টি	প্রতিটি		
১৪.	পুতুল মাঝারি Doll-M	৪টি	প্রতিটি		
১৫.	পুতুল ছোট Doll- S	৪টি	প্রতিটি		


দরদাতার সীলমোহর
এবং স্বাক্ষর

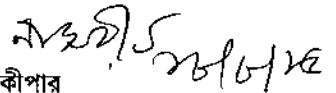

প্রকাশনা অফিসার
বাংলাদেশ জাতীয় জাদুঘর


কীপার
জনশিক্ষা বিভাগ
বাংলাদেশ জাতীয় জাদুঘর

ক্রমিক নং	বিবরণ	পরিমাণ	একক	একক মূল্য অংকে এবং কথায়	মোট টাকা
১৬.	ঠেলা মাটির তৈরি Thala	৬টি	প্রতিটি		
১৭.	পুতল স্টান্ড পাঠের তৈরি Doll Stand	৬টি	প্রতিটি		
১৮.	পোকা কাঠের ইরেজার Poka	২৪টি	প্রতিটি		
১৯.	লালন কাঠের তৈরি Lalon	৬টি	প্রতিটি		
২০.	ল্যাম্প নারিকের/কাঠের Lamp	৬টি	প্রতিটি		
২১.	চাবির রিং কাঠের ছোট Key Ring	৬০টি	প্রতিটি		
২২.	গিরগিটি কাঠের Chameleon	১২টি	প্রতিটি		
২৩.	হুকা কাঠের ছোট Hukka	২৪টি	প্রতিটি		
২৪.	জাপানিজ পাখা Japanise Fan	২৪টি	প্রতিটি		
২৫.	বাচ্চাদের ডুগডুগি কাঠের Toy Dugdugi	১২টি	প্রতিটি		
২৬.	হুকা (ছোট) কাঠের Hukka-S	২৪টি	প্রতিটি		
২৭.	পার্স (লেডিস) চামড়া Pars (Ladies)	১২টি	প্রতিটি		
২৮.	বাচ্চাদের ব্যাগ চায়না Baby Bag	১২টি	প্রতিটি		
২৯.	ঘর পাঠের House	১২টি	প্রতিটি		
৩০.	চাবির রিং (আয়রন) Key Ring (Iron)	৬০টি	প্রতিটি		
৩১.	কাগজের পালকি কাঠের Paper Palki	১২টি	প্রতিটি		
৩২.	কাঠের পালকি বড় Wood Toy Palki-B	৪টি	প্রতিটি		
৩৩.	কাঠের পালকি মাঝারি Wood Toy Palki-M	৪টি	প্রতিটি		

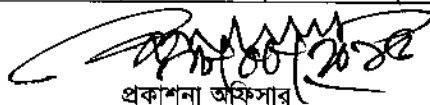
দরদাতার সীলমোহর
এবং স্বাক্ষর


প্রকাশনা অফিসার
বাংলাদেশ জাতীয় জাদুঘর

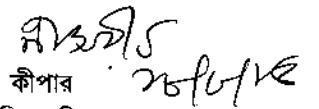

কীপার
জনশিক্ষা বিভাগ
বাংলাদেশ জাতীয় জাদুঘর

ক্রমিক নং	বিবরণ	পরিমাণ	একক	একক মূল্য অংকে এবং কথায়	মোট টাকা
৩৪.	কাঠের পালকি ছোট Wood Toy Palki- S	৪টি	প্রতিটি		
৩৫.	আয়না বড় Mirror-B	১২টি	প্রতিটি		
৩৬.	বেতের রিক্সা Cane Rickshaw	৬টি	প্রতিটি		
৩৭.	ভালা-চাবির রিং কাঠের W lock K-Ring	৬টি	প্রতিটি		
৩৮.	ঢোল ছোট/বড় Dhol	১২টি	প্রতিটি		
৩৯.	শুক গোলাপ ফুলের টব Tob Dry Rose	৬টি	প্রতিটি		
৪০.	শুক গোলাপ ফুলের টব Tob Dry Rose	৬টি	প্রতিটি		
৪১.	গোল্ডেন টিসি গার্ডেন Golden Tisi Garden	৬টি	প্রতিটি		
৪২.	মেহেগুনি কাঠের বাগমামা স্কেল M W Tiger-Scale	৬টি	প্রতিটি		
৪৩.	সিরামিক মগ- ফাদার্স ডে C Mug-F Day	২৪টি	প্রতিটি		
৪৪.	ডিজিটাল টেবিল ঘড়ি D Table Clock	৬টি	প্রতিটি		
৪৫.	ভ্যাকুয়াম ফ্লাক্স (গরম পানির) Vacuum Flax	৬টি	প্রতিটি		
৪৬.	পেন্সিল + রুলার + ইরেজার স্কুল সেট Pencil.. School Set	৬ সেট	প্রতি সেট		
৪৭.	পাজল কিউব Pazal Cube	১২টি	প্রতিটি		
৪৮.	ফটো ফ্রেম ২ বেতের/কাঠের Photo Frame-2	৬টি	প্রতিটি		
৪৯.	নোটবুক সেট বাচ্চাদের Notebook Set	১২ সেট	প্রতি সেট		
৫০.	ছোটদের ছাতা বাচ্চাদের Children Umbrella	১২টি	প্রতিটি		
৫১.	লফ দড়ি মেয়েদের Jump Rope	১২টি	প্রতিটি		

দরদাতার সীলমোহর
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বাংলাদেশ জাতীয় জাদুঘর

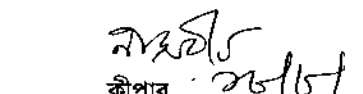

কীপার

জনশিক্ষা বিভাগ
বাংলাদেশ জাতীয় জাদুঘর

ক্রমিক নং	বিবরণ	পরিমাণ	একক	একক মূল্য অংকে এবং কথায়	মোট টাকা
৫২.	পিভিসি লুডু, দাবা, সাপ মই খেলার কোর্ট PVC Ludu.Coart	৬টি	প্রতিটি		
৫৩.	পেন্সিল ও পেন বক্স Pencil-Pen B	৬টি	প্রতিটি		
৫৪.	স্ক্রু-ড্রাইভার সেট প্রাস্টিকের Scrow-Driver Set	৬ সেট	প্রতি সেট		
৫৫.	পান্ডা কয়েনবক্স মাটির (গোল্ডেন কালার) Panda Coin Box	১২টি	প্রতিটি		
৫৬.	চুম্বককের দিক নির্ণায়ক কম্পাস Magnetic Compass	৬টি	প্রতিটি		
৫৭.	বলপেন (১ ফুট লম্বা) Ball Pen 1feet	১২টি	প্রতিটি		
৫৮.	সিলভারের তৈরি বেবিটেক্সী Silver Baby Texi	২৪টি	প্রতিটি		
৫৯.	কাঠের তাজমহল (মাঝারি) Wooden Rep Taj-M	৬টি	প্রতিটি		
৬০.	কাঠের তৈরি চায়না হাত পাখা (ছোট) W Hand Pakha-S	১২টি	প্রতিটি		
৬১.	পাটের ব্যাগ Jute Bag	১২টি	প্রতিটি		
৬২.	বাঁশের ঝুড়ি (বড়) Bam Basket-B	৬টি	প্রতিটি		
৬৩.	বাঁশের ঝুড়ি (ছোট) Bam Basket-S	৬টি	প্রতিটি		
৬৪.	বিদেশী পাউডার দিয়ে তৈরি ফল (ট্রে সহ) Fruits tray F P	১২টি	প্রতিটি		
৬৫.	মুখোশ Musk	১২টি	প্রতিটি		
৬৬.	বাবুই পাখির বাসা Nest	১২টি	প্রতিটি		

দরদাতার সীলমোহর
এবং স্বাক্ষর

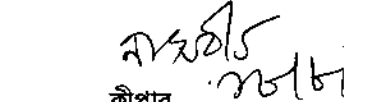

প্রকাশনা অফিসার
বাংলাদেশ জাতীয় জাদুঘর


কীপার
জনশিক্ষা বিভাগ
বাংলাদেশ জাতীয় জাদুঘর

ক্রমিক নং	বিবরণ	পরিমাণ	একক	একক মূল্য অংকে এবং কথায়	মোট টাকা
৬৭.	ডিজাইন পার্টস Design Parts	১২টি	প্রতিটি		
৬৮.	বাবুই পাখির বাসা (ছোট) Nest-S	১২টি	প্রতিটি		
৬৯.	ডিজিটাল টেবিল ঘড়ি D Table Clock	৬টি	প্রতিটি		
সর্বমোট টাকা					

সর্বমোট টাকা কথায় (-----) মাত্র।


প্রকাশনা অফিসের
বাংলাদেশ জাতীয় জাদুঘর


কীপার
জনশিক্ষা বিভাগ
বাংলাদেশ জাতীয় জাদুঘর

দরদাতার সীলমোহর এবং স্বাক্ষর: -----

সম্পূর্ণ ঠিকানা: -----

ব্যাংক ড্রাফট/পে-অর্ডার নং- ----- তারিখ: -----

টাকা -----