



**BANGLADESH NATIONAL MUSEUM**  
**SHAHBAG, DHAKA-1000**

**TENDER: 02(10)/2017-2018, DATE: 24/06/2017**

কাজের নাম : স্বাধীনতা জাদুঘরের জন্য বিবিধ দ্রব্যাদি ক্রয় ও সরবরাহ কাজ।



বাংলাদেশ জাতীয় জাদুঘর  
শাহবাগ, ঢাকা-১০০০

### দরপত্র আহ্বানের বিজ্ঞপ্তি

২০১৭-২০১৮ অর্থ বছরে বাংলাদেশ জাতীয় জাদুঘরের নিম্নবর্ণিত কাজগুলি সম্পন্ন করার জন্য প্রকৃত যোগ্যতাসম্পন্ন ঠিকাদার/সরবরাহকারীর নিকট থেকে দরপত্র আহ্বান করা যাচ্ছে।

১। টিকেট মুদ্রণ কাজ।	শর্তাবলী : প্রকাশ থাকে যে, দরপত্র দিলে বর্ণিত প্যাকেজ বা লটের বিবরণ অনুযায়ী দরপত্র দাখিল করতে হবে। প্রতিটি কাজের জন্য পৃথক দরপত্র দাখিল হবে। কী পদ্ধতিতে দরপত্র দাখিল করতে হবে তা দরপত্র দিলে উল্লেখ থাকবে। দরপত্র দাতার আবশ্যিক যোগ্যতা, প্রাক অভিজ্ঞতা ইত্যাদির বিবরণ দরপত্র দিলে উল্লেখ থাকবে। দরপত্র সংক্রান্ত বিস্তারিত বিবরণ ও শর্তাবলী দরপত্র দিলে উল্লেখ থাকবে। সংশ্লিষ্ট দরপত্র কখন, কোথায় দাখিল করতে হবে তার বিস্তারিত বিবরণ দরপত্র দিলে উল্লেখ থাকবে। শর্ত থাকে যে, তহবিল প্রাপ্তি সাপেক্ষে কার্যাদেশ প্রদান করা হবে।
২। বিবিধ গ্যালারির জন্য ব্রোশার রচনা ও মুদ্রণের কাজ।	
৩। পুস্তক ক্রয় ও সরবরাহ কাজ।	
৪। সমকালীন সড়্যক্তার বিবিধ নির্দেশন সংগ্রহ।	
৫। ইংরেজি ভাষায় ই-নিউজলেটার রচনা ও প্রকাশনার কাজ।	
৬। শিক্ষা কর্মসূচির আওতায় স্কুল বাস সার্ভিস।	
৭। স্মারকপণ্য প্রস্তুতি কাজ।	
৮। বিবিধ ডিসপ্লে আইটেম সরবরাহ কাজ।	
৯। IT শাখার বিভিন্ন সামগ্রী সরবরাহ কাজ।	
১০। স্বাধীনতা জাদুঘরের জন্য বিবিধ দ্রব্যাদি ক্রয় ও সরবরাহ কাজ।	

বিনামূল্যে দরপত্র দাখিল লভ্য: বাংলাদেশ জাতীয় জাদুঘরের ওয়েবসাইট URL: [www.bangladeshmuseum.gov.bd](http://www.bangladeshmuseum.gov.bd)—এই ওয়েবসাইট থেকেই দরপত্র দাখিল পাওয়া যাবে যা বিনামূল্যে ডাউনলোড করা যাবে।

মো: শওকত নবী  
সচিব

বাংলাদেশ জাতীয় জাদুঘর।

ফোন: ৯৬৭৪৭৯৬

ই-মেইল: shawkat.nabi@yahoo.com

এসসি-১২৩৩/১৭ (৬'x৩)

## Section 1. Instructions to Tenderers

### A. General

1. Scope of Tender
  - 1.1 Bangladesh National Museum as the Procuring Entity, issues this Tender Document for the procurement of some IT items supply and associated Services incidental thereto, as specified in the Tender Data Sheet (**TDS**) and as detailed in **Section 6: Bill of Quantities**. The name of the Tender and the number and identification of its constituent lot(s) are stated in the **TDS**.
  
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 supplying 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**.
  - 3.2 In case of **Open Tendering Method (OTM)**, invitation for Tenders is open to all potential Tenderers. This procurement will follow OTM.
  - 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.

## ***B. Tender Document***

- |           |                                  |     |  |
|-----------|----------------------------------|-----|--|
| <b>4.</b> | Clarification of Tender Document | 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 <b>TDS</b> before two-third of time allowed for preparation and submission of Tender elapses.                       |
| <b>5.</b> | Addendum to Tender Document      | 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. Qualification Criteria***

- |           |                     |     |   |
|-----------|---------------------|-----|---|
| <b>6.</b> | General             | 6.1 | Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, will be considered as non-responsive.   |
|           |                     | 6.2 | To qualify for a multiple number of lots in a package for which Tenders are invited in the invitationfor Tenders, the Tenderers shall demonstrate having resource and experience sufficient to meet the aggregate of the qualifying criteria for individual lots.   |
| <b>7.</b> | Experience Criteria | 7.1 | The Tenderer shall have the construction experience of satisfactory completion of similar supplys of a minimum value under a single or multiple numbers of contracts over a period, as specified in the <b>TDS</b> .  |
| <b>8.</b> | Financial Criteria  | 8.1 | The Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Supplys under the Contract. <ul style="list-style-type: none"> <li>(a) the average annual construction turnover as specified in the <b>TDS</b> during the period specified in the <b>TDS</b></li> <li>(b) Availability of minimum liquid assets or supplying capital or credit facilities from a Bank, as specified in the <b>TDS</b>.</li> </ul> |
| <b>9.</b> | SubSupplier(s)      | 9.1 | The successful Tenderer shall under no circumstances assign the Supplys or any part of it to the SubSupplier(s).  |

## ***D. Tender Preparation***

- |            |                    |      |  |
|------------|--------------------|------|--|
| <b>10.</b> | Only one Tender    | 10.1 | The Tenderer who submits or participates in more than one (1) Tender in one (1) lot will cause all the Tenders of that particular Tenderer to be rejected  |
| <b>11.</b> | Language of Tender | 11.1 | The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or <i>Bangla</i> .   |
| <b>12.</b> | Contents of Tender | 12.1 | The Tender prepared by the Tenderer shall comprise the following: <ul style="list-style-type: none"> <li>(a) Tender Submission Letter, 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;</li> <li>(b) Tenderer Information;</li> <li>(c) The priced Bill of Quantities using the form(s) furnished in <b>Section 6: Bill of Quantities</b>;</li> </ul> |

- (d) Tender Security as stated under ITT Clauses **17 & 18**;
  - (e) Valid Trade License;
  - (f) The original and copy of the Tender, signed by the Person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written authorization and shall be attached to the Tender Submission Letter;
  - (g) an affidavit confirming that the Tenderer is not insolvent as stated under ITT Sub Clause 3.6;
  - (h) a certificate, that the Tenderer is a Tax payer having valid Tax Identification Number(TIN) and VAT registration number as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 3.7;
  - (i) Documentary evidence as stated under ITT Clause 15; and
  - (j) any other document as specified in the **TDS**.
- 13. Tender Prices**
- 13.1 The Tenderer shall fill in unit rates or prices for all items of the Supply both in figures and in words as described in the **BOQ**. The price to be quoted in the Tender Submission Letter shall be the total price of the Tender.
  - 13.2 All applicable taxes, custom duties, VAT and other levies payable by the Supplier under the Contract shall be included in the unit rates, prices and the total Tender price submitted by the Tenderer.
  - 13.3 The items quantified in the **BOQ** for which no unit rates or prices have been quoted by the Tenderer will not be paid for, by the Procuring Entity when executed and shall be deemed covered by the amounts of other rates or prices in the BOQ and, it shall not be a reason to change the Tender price.
  - 13.4 The price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.
- 14. Tender Currency**
- 14.1 The Tenderer shall quote all prices in the Tender Submission Letter and in the Bill of Quantities in Bangladesh Taka (BDT).
- 15. Documents Establishing the Tenderer's Qualification**
- 15.1 Tenderers shall complete and submit the Tenderer Information and shall include documentary evidence, as applicable to satisfy the following:
    - (a) details of specific experience in supplying items of similar nature and size on case-by-case procurement proceedings performed for each of the last 3 years along with the sums, dates and recipients; public or private as stated under ITT clause 7.
    - (b) details of average annual supplying turnover for a period as stated under ITT Sub Clause 8.1(a);
    - (c) details of adequacy of supplying capital for this Contract i.e. access to line(s) of credit and availability of other financial resources as stated under ITT Sub Clause 8.1(b);
    - (d) details of supplying Entities who may be contacted, if necessary, by this Procuring Entity; and
    - (e) Authority to seek references from the Tenderer's bankers or any other sources.
- 16. Validity Period of Tender**
- 16.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity.

- 16.2 A Tender valid for a period shorter than that specified shall be considered as non-responsive.
- 17. Tender Security** 17.1 Tender Security is as specified is **TDS**.
- 18. Form of Tender Security** 18.1 The Tender Security shall be at the Tenderer's option, be either in the form of a bank draft or pay order.
- 18.2 The Tender Security may be in the form of an irrevocable bank guarantee issued by a scheduled Bank of Bangladesh, in the format furnished in Section 5: Tender and Contract Forms.
- 18.3 The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.
- 18.4 Tender not accompanied by a valid Tender Security shall be considered as non-responsive.
- 19. Forfeiture of Tender Security** 19.1 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 accept a Notification of Award; or
  - (c) fails to furnish performance security; or
  - (d) refuses to sign the Contract ; or
  - (e) does not accept the correction of the Tender price following the correction of arithmetic errors

## ***E. Tender Submission***

- 20. Sealing & Marking of Tender** 20.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 12 and clearly mark it "ORIGINAL." In addition, the Tenderer shall prepare one (1) copy of the tender, and clearly mark "COPY." In the event of any discrepancy between the original and the copy, the ORIGINAL shall prevail.
- 21. Deadline for Submission of Tender** 21.1 Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the **TDS** and no later than the date and time specified in the **TDS**. Late submissions will not be considered.
- 22. Modification, Substitution or Withdrawal of Tender** 22.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization; provided that such written notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders as stated under ITT Clause 21.
- 23. Tender Modification** 23.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as "**MODIFICATION**".
- 24. Tender Substitution** 24.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as "**SUBSTITUTION**".
- 25. Withdrawal of Tender** 25.1 The Tenderer shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as "**WITHDRAWAL**".

## ***F. Tender Opening & Evaluation***

- 26.** Tender Opening
- 26.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of the Public Procurement Rules, 2008.
- 26.2 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the **TDS** but no later than **ONE HOUR** after expiry of the submission deadline at the same primary place.
- 27.** Evaluation of Tenders
- 27.1 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 broad steps:
- (a) Preliminary examination
  - (b) Technical examination and responsiveness
  - (c) Financial evaluation and price comparison
  - (d) Post-qualification of the lowest evaluated responsive Tender.
- 28.** Preliminary Examination
- 28.1 The TEC shall **firstly** examine the Tenders to confirm that all documentation requested in ITT Clause 12 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 declarations in the Tender Submission Sheet;
  - (b) Verification of the Trade License.
  - (c) Verification of the eligibility in terms of legal capacity and fulfilment of taxation obligations by the Tenderer as stated under ITT Clause **3 & 12**
  - (d) Verification of that the Tenderer is not insolvent as stated under ITT Clause **3 & 12**
  - (e) Verification of that the written authorisation confirming the signatory of the Tenderer to commit the Tender has been attached with the Tender Submission Letter.
  - (f) Verification of the validity and authenticity of the Tender Security as stated under ITT Clause **17 & 18**, if any
- 28.2 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.

- 29. Technical Examination & Responsiveness**
- 29.1 Only those Tenders surviving preliminary examination need to be examined in this phase
- 29.2 **Secondly**, the TEC will examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 15.
- 29.3 The TEC will further examine the terms and conditions specified in Section 7: General Specifications and Section 8: Particular Specifications.
- 29.4 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause **29.2 & 29.3**, it shall be considered responsive.
- 30. Clarification on Tender**
- 30.1 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.
- 30.2 If the lowest Evaluated Tender is not balanced or is front loaded in the opinion of the TEC, the TEC may require the Tenderer to produce detailed breakdown of unit price or rates for any or all items of the BOQ, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.
- 30.3 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.
- 31. Correction of Arithmetical Errors**
- 31.1 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.
- 31.2 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 31.1 shall be considered as non-responsive.
- 32. Financial Evaluation**
- 32.1 **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.
- 32.2 To evaluate a Tender, the TEC will consider the following:
- (a) the Tender price as stated under ITT Clause 13;
- (b) Adjustments for correction of arithmetical errors pursuant to ITT Clause 31 .
- 33. Price Comparison**
- 33.1 The TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 32.
- 34. Negotiations**
- 34.1 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.
- 35. Post-qualification**
- 35.1 After determining the lowest evaluated responsive Tender in accordance with ITT Clause 33, the Procuring Entity's TEC pursuant to Rule 100 of the Public Procurement Rules, 2008, shall carry out the Post-qualification of the Tenderer, using only the requirements specified in **Sub-section C: Qualification Criteria**.



## **G. Contract Award**

- 36. Notification of Award**
- 36.1 Prior to the expiry of the Tender Validity period and within seven (7) supplying days of receipt of the approval of the award by the Approving Authority, the Procuring Entity pursuant to Rule 36(4) (a) and 102 of the Public Procurement Rules, 2008, shall issue the Notification of Award (NOA) to the successful Tenderer.
- 36.2 The Procurement Entity may not issue 'Notification Award' in case of shortage of fund.
- 37. Performance Security**
- 37.1 The Performance Security shall be provided by the successful Tenderer in the amount as specified in the **TDS**.
- 37.2 Within Seven (7) supplying days from the date of acceptance of the Notification of Award (NOA) but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security
- 37.3 The Performance Security shall be in the form of a Bank draft, pay order or an irrevocable Bank Guarantee in the format, issued by any scheduled bank of Bangladesh acceptable to the Procuring Entity.
- 37.4 The Procuring Entity may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 37.1 pursuant to Rule 27(2) & Rule 98(13) of the Public Procurement Rules, 2008 but not exceeding twenty (20) percent of the Contract price, if it is found that the Tender is unbalanced and/or front loaded as stated under ITT Sub-Clause 30.2.
- 38. Validity of Performance Security**
- 38.1 The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the Intended Completion Date as specified in Tender Document.
- 39. Authenticity of Performance Security**
- 39.1 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable Bank Guarantee in specified format.
- 40. Contract Signing**
- 40.1 Within fourteen (14) supplying days of issuance of the NOA, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
- 41. Right to Complain**
- 41.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Procuring Entity to fulfil its obligations in accordance with Section 29 of the Public Procurement Act 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008.

## Section 2. Tender Data Sheet (TDS)

ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
<b>A. General</b>	
<b>ITT 1.1</b>	<p><b>The Procuring Entity is Director General, Bangladesh National Museum.</b></p> <p>The Name of the Tender method is: One stage Two envelope method.</p> <p>Title of the Supply: স্বাধীনতা জাদুঘরের জন্য বিবিধ দ্রব্যাদি ক্রয় ও সরবরাহ কাজ।</p> <p><b>02(10)/2017-2018, DATE: 24/06/2017</b></p>
<b>B. Tender Document</b>	
<b>ITT 4.1</b>	<p>The following is the address to collect the Tender Document:</p> <p>Web page: www.bangladeshmuseum.gov.bd</p> <p>The prospective tender has been advertised in newspaper .Tenderer can download this Tender Document from the website.</p>
<b>ITT 4.2</b>	<p>For <b>clarification on Tender Document purposes</b> only, the Procuring Entity's address is:</p> <p>Attention: MD.Golam Kawsar , Assistant Keeper and in charge, Museum of Independence</p> <p>Address: Bangladesh National museum</p> <p>Telephone: 9667693, Fax No.: 8618585</p> <p>E-mail address:gkawsar_86@yahoo.com , Web page: www.bangladeshmuseum.gov.bd</p>
<b>C. Qualification Criteria</b>	
<b>ITT 7.1</b>	<p><b>Basic Qualifications :</b></p> <p>(i) Attested copy of update Trade Licence.</p> <p>(ii) Attested copy of update income TAX Clearance Certificate (2016-2017 Fiscal Year).</p> <p>(iii) Attested copy of valid VAT registration certificate with BIN.</p> <p>(iv) Attested copy of National ID Card of the proprietor/MD/CEO</p> <p>(v) E-TIN certificate.</p>
<b>ITT 7.2</b>	<p><b>Special Qualifications:</b></p> <p>(i) The Tenderer shall have supplying experience of similar nature of supply under any Govt./Semi-Gov./Autonomous Body/MNC/established NGO in a single supply order of a value of at least BDT. Tk.20 (Twenty) lac within the last two (2) years (Years counting backward from the date of publication of IFT).</p> <p>(iii) The Tenderer shall have on its pay-roll at least one Electrical / Mechanical Engineer.</p>
<b>ITT 7.2</b>	<p>The Tenderer shall have minimum 03 (three) years overall supplying experience (Years counting backward from the date of publication of IFT).</p>
<b>ITT 8.1(b)</b>	<p>(i) The minimum amount of liquid asset or supplying capital or Bank credit facilities of Tenderer for Package-1: minimum 12.00 (twelve) lac, Package -2: minimum 10.00 (ten) lac and Package -3: minimum 10.00 (ten) lac.. Documents submitted along with the tender must be issued in between publication date and submission date of the tender.</p>

<b>D. Tender Preparation</b>	
<b>ITT 12.1(j)</b>	<p>The Tenderer shall submit the following documents with the Tender: Failing submission of any of the documents as per requirement as stated below or as in the tender documents or submission of false documents the tender will be considered as non-responsive.</p> <ol style="list-style-type: none"> <li>1. Copies of up-to date Trade License</li> <li>2. Up to date income tax certificate (2016-2017)fiscal year.</li> <li>3. VAT Registration Certificate with BIN</li> <li>4. Copy of National ID Card of the Tenderer</li> <li>5. E-TIN Certificate</li> <li>6. Company Certificate of Incorporation (incase of limited company)</li> <li>7. Documents of minimum 03(Three) years overall supplying experience (Years counting backward from the date of publication of IFT).</li> <li>9. Supply completion certificate of similar nature of supplying of Tk. Tk.20.00 (Twenty lac)with work order within last 3(three) years. (Years counting backward from the date of Publication of IFT).</li> <li>10. The minimum amount of liquid asset or supplying capital or Bank credit facilities of the Tenderer for Package-1: minimum 12.00 (twelve) lac, Package -2: minimum 10.00 (ten) lac and Package -3: minimum 10.00 (ten) lac.. Documents submitted along with the tender must be issued in between publication date and submission date of the tender.</li> <li>11. All photocopies of documents should be attested by the 1st class gazetted officer.</li> <li>13. The tenderer shall have to quote item wise unit price rate in figure and words (See section-6).</li> <li>14. All papers should be signed with company seal.</li> <li>15. The Tenderer shall have to submit a Bio-Data of Electrical / Mechanical Engineer.</li> <li>16. The tenderer should have supplying experience any Museum under Govt/semi Govt/Autonomous body.</li> <li>17. The Tenderer shall have to submit required catalogue for individual item mentioned in the schedule.</li> </ol> <p>Note- (i): Tenderer can participate in all Package/ individual of the Tender. Quoted rate for individual Package will be evaluated.</p> <p>Note- (ii):The authority reserves the right to accept/reject one or more Packages of the tender offered by any tenderer.</p>
<b>ITT 16.1</b>	<b>The Tender Validity period shall be 120 days.</b>
<b>ITT 17.1</b>	The amount of the Tender Security shall be Tk.3% (Three percent) of the Quoted price In favour of Secretary, Bangladesh National Museum, Shahbag, Dhaka-1000. in the form of Pay order/Bank Draft.
<b>E. Tender Submission</b>	
<b>ITT 21.1</b>	<p>For tender submission purposes only, the Procuring Entity's address is:            Attention: MD.Golam Kawsar , Assistant Keeper and in charge,Museum of Independence.            Address: Bangladesh National Museum, Shahbag, Dhaka-1000.</p> <p>The deadline for the tender submission is:            Within 12.00 Noon on 21 August 2017.</p>
<b>ITT 33.2(c)</b>	<p>The inner &amp; outer envelopes shall bear the following additional identification marks.</p> <p>Two inner envelopes shall have to be submitted : one containing the Technical tender with additional copy marked as "Technical Proposal" over the envelop and another containing Financial Proposal marked as "Financial Proposal".</p>
<b>F. Tender Opening</b>	
<b>ITT 36.2</b>	<p>The Tender opening shall take place at the Conference Room of Bangladesh National Museum, Shahbag, Dhaka.            Address: Shahbag, Dhaka-1000            Time &amp; Date: <b>At 01.00 pm on 21 August 2017.</b></p>
<b>G. Right to Reject/Accept</b>	
	The Procuring Entity reserves the right to accept or reject the tender offered by the tenderer.
<b>H. Contract Award</b>	
<b>ITT37.1</b>	The amount of Performance Security shall be 10 (Ten) percent of the Contract Price.

## Section 3. General Conditions Of Contract

### A. General

1. Definitions
- 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Act** means The Public Procurement Act, 2006 (Act 24 of 2006).
  - (b) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract.
  - (c) **Bill of Quantities (BOQ)** means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 21.
  - (d) **Supplier** means the Person under contract with the Procuring Entity for the execution of Supplies under the Rules and the Act as stated in the PCC.
  - (e) **Completion Date** is the actual date of completion of the Supplies and Physical services certified by the Head of IT, in accordance with GCC Clause 31 & 32.
  - (f) **Day** means calendar day unless otherwise specified as supplying days.
  - (g) **Defect** is any part of the supply not completed in accordance with the Contract.
  - (h) **Equipment** is the Supplier's apparatus, machinery, vehicles and other things required for the execution and completion of the Supplies and remedying any defects excluding Temporary Supplies and the Procuring Entity's Equipment (if any ), Plant, Materials and any other things to form or forming part of the Permanent Supplies.
  - (i) **Force Majeure** means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Supplier; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
  - (j) **Goods** mean the Supplier's Equipment, Materials, Plant and Temporary Supplies, or any of them as appropriate
  - (k) **GCC** means the General Conditions of Contract.
  - (l) **Government** means the Government of the People's Republic of Bangladesh.
  - (m) **"Head of the Procuring Entity"** The Director General of Bangladesh National Museum.
  - (n) **Materials** means things of all kinds other than Plant intended to form or forming part of the Permanent Supplies, including the supply-only materials, if any, to be supplied by the Supplier under the Contract.
  - (o) **Month** means calendar month of the year.
  - (p) **Original Contract Price** is the Contract Price stated in the Procuring Entity's Notification of Award and further clearly determined in the Contract.
  - (q) **Permanent supplies** means the permanent supplies to be executed by the Supplier under the Contract.
  - (r) **PCC** means the Particular Conditions of Contract.

- (s) **Plant** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Supplies, including vehicles purchased for the Procuring Entity and relating to the construction of the Supplies and Physical services.
- (t) **Procuring Entity** means a Procuring Entity having administrative and financial powers to undertake procurement of Supplies and Physical services using public funds and is as named in the PCC who employs the Supplier to carry out the Supplies. In this case Bangladesh National Museum is the Procuring Entity.
- (u) **Project Manager** is the person named in the PCC or any other competent person appointed by the Procuring Entity and notified to the Supplier who is responsible for supervising the execution and completion of the Supplies and Physical services and administering the Contract. Head of IT of Bangladesh National Museum is the Project Manager for this tender.
- (v) **Site** means the places where the Permanent Supplies are to be executed or supplied items to be installed or set-up including storage and supplying areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the PCC as forming part of the Site.
- (w) **Site Investigation Reports** are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (x) **Specification** means the Specification of the items to be supplied **included** in the Contract and any modifications or additions to the specifications made or approved by the Head of IT in accordance with the Contract.
- (y) **Temporary Supplies** means all temporary supplies of every kind other than Supplier's Equipment required on the Site for the execution and completion of the Permanent Supplies and remedying of any defects.
- (z) **Variation** means any change to the schedule of items directly supplied by original supplier under some specific conditions and circumstances following approved procedures, which is instructed as a Variation under GCC Clause 23 by the Head of IT that varies the Supplies.
- (aa) **Supply** : Supply means all items to be supplied under this Tender including installation in appropriate case, trial running and demonstration of operation, which may include training of the operators of Bangladesh National Museum as to operation, storage and maintenance.
- (bb) **Supplies** means all supplies associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction supply relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to supplies as detailed in the PCC, if the value of those services does not exceed that of the Supplies themselves.
- (cc) **Installation** means supplies done to physically set up supplied items and make them ready for operations.
- (dd) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

- |   |  |
|---|--|
| <p><b>2. Corrupt, Fraudulent, Collusive or Coercive Practices</b></p>     | <p>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-</p> <ul style="list-style-type: none"> <li>(a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);</li> <li>(b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;</li> <li>(c) that neither it's any officer nor any staff or any other agents or intermediaries supplying on its behalf engages in any practice as detailed in the Rule 127.</li> </ul> <p>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 -</p> <ul style="list-style-type: none"> <li>(a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or</li> <li>(b) reject any recommendation for award that had been proposed for that concerned Tenderer or;</li> <li>(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.</li> </ul> |
| <p><b>3. Documents Forming the Contract and Priority of Documents</b></p> | <p>3.1 The following documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> <li>(a) the signed Contract Agreement (<b>Form PG2-6</b>);</li> <li>(b) the Notification of Award (<b>PG2-5</b>);</li> <li>(c) the completed Tender and the appendix to the Tender;</li> <li>(d) the Particular Conditions of Contract;</li> <li>(e) the General Conditions of Contract;</li> <li>(f) the Technical Specifications;</li> <li>(g) the General Specifications;</li> <li>(h) Printed catalogue.</li> <li>(i) Manual of operations and maintenance.</li> <li>(j) the priced Bill of Quantities and the Schedules; and</li> <li>(k) any other document listed in the <b>PCC</b> forming part of the Contract.</li> </ul>  |
| <p><b>4. Eligibility</b></p>  | <p>4.1 The Supplier shall be a Bangladeshi National with NID or valid passport.</p>  |
| <p><b>5. Possession of the Site</b></p>                                   | <p>5.1 The Procuring Entity shall give possession of the to the Supplier on the date stated in the <b>PCC</b>, for effecting supply and installation.</p>  |
| <p><b>6. Procuring Entity's Responsibilities</b></p>                      | <p>6.1 The Procuring Entity shall pay the Supplier, in consideration of the satisfactory progress of execution and completion of the Supplies and Physical 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 Agreement.</p>  |
| <p><b>7. Supplier's Responsibilities</b></p>                              | <p>7.1 The Supplier shall execute and complete the Supplier and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement.</p>  |

- |                                |     |  |
|--------------------------------|-----|--|
| <b>8. Taxes and Duties</b>     | 8.1 | The Supplier shall be entirely responsible for all taxes, duties, fees, and other such levies imposed inside and outside Bangladesh.   |
| <b>9. Supplier's Personnel</b> | 9.1 | If the Head of IT of Bangladesh National Museum asks the Supplier to remove a particular person who is a member of the supplier's staff or supply force from the Site, he or she shall state the reasons, and the Supplier shall ensure that the person leaves the Site within three (3) days and has no further connection with the supply in the Contract. |

## ***B. Time Control***

- |  |      |  |
|--|------|--|
| <b>10. Start Date</b>                                | 10.1 | Start Date is the date defined in the <b>PCC</b> and it is the last date when the Supplier shall effect supply and installation under the Contract.  |
| <b>11. Intended Completion Date</b>                  | 11.1 | Intended Completion Date is the date calculated from the start Date as specified in the <b>PCC</b> , on which it is intended that the Supplier shall complete the Supplies and Physical services as specified in the Contract and may be revised only by the Head of IT by issuing an extension of time. |
| <b>12. Programme of Supplies</b>                     | 12.1 | Within the time stated in the <b>PCC</b> , the Supplier shall submit to the Head of IT, for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Schedule of supply.  |
| <b>13. Extension of the intended completion time</b> | 13.1 | The Supplier shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Supply or any part thereof is or will be delayed by Compensation Events or a Variation Order.  |
|  | 13.2 | The Head of IT of the Bangladesh National Museum may <b>extend the Intended Completion Date</b> by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 13.1   |
|  | 13.3 | In the case an extension of the Intended Completion Date required more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity for the same shall be required to be obtained.   |

## ***C. Quality Control***

- |   |      |   |
|---|------|---|
| <b>14. Execution of Supplies</b>        | 14.1 | The Supplier shall construct, install and carry out the Supplies and Physical services in accordance with the Specifications and Drawings as scheduled in GCC Clause 3.   |
| <b>15. Identifying Defects</b>          | 15.1 | The Head of IT shall check the supplies executed by the Supplier and notify the Supplier of any Defects found.  |
| <b>16. Testing</b>                      | 16.1 | The Supplier shall carry out routine Tests of materials and supplies based on the Supplier progress of supplies to ensure the quality of completed supplies in accordance with standard methods determined by the Head of IT or his authorized personnel.   |
|   | 16.2 | If the Head of IT may instruct the Supplier to carry out a test not specified in the Specification to check whether any supply has a Defect and the test shows that it does, the Supplier shall pay for the test and any samples.   |
| <b>17. Rejection of Supplied Items.</b> | 17.1 | If, as a result of an examination, inspection, measurement or testing, of supplied items it is found to be defective or otherwise not in accordance with the Contract, the Head of IT may reject the relevant items by giving notice to the Supplier, with reasons. The Supplier shall then promptly make good the defect |

and ensure that the rejected items subsequently complies with the Contract specifications

- 18. Remedial Supply**
- 18.1 Notwithstanding any test, the Head of IT by visual inspection or due tests may instruct the Supplier to:
- (a) remove from the Site and replace any Item or Materials which is not in accordance with the Contract,
  - (b) remove and re-execute any other supply which is not in accordance with the Contract, and
  - (c) Execute any supply which is urgently required for the safety of the Supplies, whether because of an accident, unforeseeable event or otherwise.
  - (d) Replace any part of any item which not functional.
- 19. Correction of Defects**
- 19.1 The Head of IT shall issue a **Defects Liability Schedule** for correction of Defects within thirty (30) days from the Supplier's request for **Final Payment** stating the scope of corrections or additions that are necessary.
- 19.2 The Head of IT shall give notice to the Supplier, with a copy to the Sourcing and others concerned, of any Defects before the end of the **Defects Liability Period**, which begins at Completion Date, and is defined in the **PCC**. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

## ***D. Cost Control***

- 20. Contract Price**
- 20.1 The Contract price shall be agreed or determined based on that the Supplier shall pay all taxes, duties and fees required to be paid by him or her under the Contract pursuant to GCC Clause 8.1
- 20.2 The contract Price shall be specified in the **PCC**.
- 21. Bill of Quantities (BOQ)**
- 21.1 Except as otherwise stated in the Contract and notwithstanding any other practice
- (a) Specification of each item shall be as described in the BOQ.
  - (b) Which receiving the Head of IT as per specifications in BOQ.
- 21.2 Items of supplies quantified in the BOQ for which no rates or prices have been quoted shall be deemed covered by the amounts at rates and prices of other items in the Contract and shall not be separately paid for.
- 22. Changes in the Quantities and Unit Rate or Price**
- 22.1 A new rate or price for items included in the BOQ shall, however, be appropriate for an item of supply if:
- (a) the final measured quantity of the supply done for any particular item in the BOQ is increased or decreased by more than twenty five (25) percent from the quantity of this item in the BOQ, provided that; the cost resulting from such increase or decrease in quantity of this particular item in the Bill of Quantities multiplied by its specified rate or price is exceeded by one (1) percent of the original Contract price.
  - (b) this particular item is not specified in the Contract as a "fixed rate item";
  - (c) this particular item is not specified in the Contract as for which no rates or prices have been quoted and deemed covered by the amounts at rates and prices of other items in the Bill of Quantities stated under GCC Sub Clause 21.2; and



22.2 The new rate or price for the particular item of supply included in the Bill of Quantities described under GCC Sub Clause 22.1 shall be derived by the Head of IT from any relevant rates or prices within the Contract by taking into consideration the context and threshold of the **Variation Order** as stated under GCC Clause 23.

### 23. Variations

23.1 The Procuring Entity may issue a Variation Order for Procurement of additional Items and products and Physical services in favour of the original Supplier to cover any increase or decrease in quantities, including the introduction of new suppliable items that are either due to change of plans, design or alignment to suit actual field conditions, within the **general scope** and **physical boundaries** of this Contract.

23.2 Variations may include;

- (a) changes to the quantities of any item of supply included in the Bill of Quantities as stated under GCC Sub Clause 22.1; not necessarily however, shall always constitute a Variation until the algebraic summation of costs resulting from such increases or decreases in quantities of changing items included in the Bill of Quantities under the Contract exceeds one (1) percent of the original Contract price;
- (b) changes to the quality and other characteristics of any item or product or service;
- (c) changes to the levels, positions and/or dimensions of any part of the Supplies;
- (d) omissions of any supply unless it is to be carried out by others;
- (e) any additional item, product, service, supply, Plant, Materials, or services
- (f) changes to the sequence or timing of execution of the Supplies.

23.3 The Supplier shall, under no circumstances, proceed to commence the effect supply under any Variation Order unless it has been approved by the **Approving Authority of the Procuring Entities**.

### 24. Costing of Variation Orders

24.1 The Supplier shall submit a quotation for carrying out the Variation within 7 (seven) days of being requested by the Head of IT.

24.2 If the items to be supplied under Variation Order are exactly the same or similar to those in the Bill of Quantities of the original Contract, the applicable unit rates or prices of those supply items in the Bill of Quantities of the original Contract shall be used for costing of those additional supply items.

24.3 If not, the unit rates or prices of those new items and products or services shall be based on ;

- (i) the direct unit costs used in the Bill of Quantities of original Contract for other items (e.g. unit cost of cement, steel rebar, formsupply, labour rate, equipment rental, etc) as indicated in the Supplier's price breakdown of the cost estimate, if available; or
- (ii) fixed prices acceptable to both the Procuring Entity and the Supplier based on market prices; or
- (iii) the direct cost of the new items products or service based on (i) and (ii) above shall then be combined with the mark-up factor (i.e. taxes, overheads and profit) used by the supplier in his or her Tender to determine the unit rate or price of the new supply item.

24.4 If the Supplier's quotation is found to be unreasonable, the Head of IT shall exercise his own judgement to fix the Unit rate (s).

### 25. Payment Certificates

25.1 The basis for payment certificates shall be BOQ used to determine the Contract price.

25.2 The Supplier shall submit to the Head of IT statements of the estimated value of

- the items supplied executed less the cumulative amount certified previously.
- 25.3 The Head of IT may in any payment certificate make any correction or modification that should properly be made to any previous payment certificate.
- 25.4 The Head of IT may withhold the cost of rectification or replacement until such rectification or replacement has been completed, if any thing supplied or supply done by the Supplier is not in accordance with the Contract.
- 26. Payments to the Supplier**
- 26.1 The Procuring Entity shall pay the Supplier in Bangladesh Taka currency, the amounts certified by the Head of IT after due adjustments.
- 27. Compensation Events**
- 27.1 The following shall be Compensation Events:
- (a) The Procuring Entity does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 5.1;
  - (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award;
  - (c) Other Supplier, public authorities, utilities, or the Procuring Entity do not supply within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Supplier;
  - (d) The Head of IT unreasonably delays issuing a Completion Certificate;
  - (e) The Head of IT instructs the Supplier to uncover or to carry out additional tests upon supply, which is then found to have no Defects;
  - (f) Other Compensation Events described in the Contract or determined by the Head of IT in the PCC shall apply.
- 27.2 If a Compensation Event would cause additional cost or would prevent the supply being completed before the Intended Completion Date, the Contract price shall be increased and/or the Intended Completion Date shall be extended.
- 28. Retention Money**
- 28.1 Bangladesh National Museum shall retain from each progressive payment due to the Supplier at the percentage specified in the PCC until completion of the whole of the Supplies under the Contract.
- 28.2 On completion of the whole of the Supplies, the first half the total amount retained under GCC Sub Clause 28.1 shall be repaid to the Supplier and the remaining second half after the Defects Liability Period has passed.
- 28.3 If the provision of Retention Money is not included in this Contract these Sub Clauses shall not apply except the relevant ones.
- 29. Liquidated Damages**
- 29.1 The Supplier shall be liable to pay Liquidated Damages or in other words the Delay Damages to the Procuring Entity at the rate per day as specified in the PCC for each day of delay from the Intended Completion Date, for the uncompleted Supplies or for any part thereof.
- 29.2 The total amount of Liquidated Damages shall not exceed the amount defined in the PCC.
- 29.3 Payment of Liquidated Damages by the Supplier shall not relieve the Supplier from its obligations.

- 30. Performance Security**
- 30.1 The Performance Security furnished at the time of signing of the Contract Agreement, shall be substituted by a new Security covering fifty (50) percent of the amount of the Performance Security to cover the Defects Liability Period.
- 30.2 The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more.
- (a) The Supplier is in breach of the Contract and the Procuring Entity has duly notified him or her ; and
- (b) The Supplier has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.
- 30.3 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the Performance Security.
- 30.4 If there is no reason to call the Performance Security, the Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days after the Defects Liability Period has passed.

## ***E. Completion of Contract***

- 31. Completion**
- 31.1 The Supplier shall apply by notice to the Head of IT for issuing a Completion Certificate of the supply, and the Head of IT shall do so upon deciding that the supply is completed.
- 32. Completion Certificate and Taking Over**
- 32.1 The Head of IT shall, within fourteen (14) days after receiving the Supplier's application stated under GCC Sub Clause 31.1;
- (a) issue the Completion Certificate to the Supplier, stating the date on which the Supplies or part thereof were completed in accordance with the Contract, except for any minor outstanding supply and defects which may not substantially affect the use of the Supplies or part thereof for their intended purpose (either until or whilst this supply is completed and these defects are remedied); or
- (b) Reject the application, giving reasons and specifying the supply required to be done by the Supplier to enable the Completion Certificate to be issued. The Supplier shall then complete this supply before issuing a further notice under this Sub Clause.
- 32.2 The Procuring Entity shall Take-Over the Site and the Supplies within fifteen (15) days of the Head of IT issuing a Completion Certificate under GCC Sub Clause 32.1 .
- 33. Amendment to Contract**
- 33.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes acceptable under the conditions of the Contract.
- 34. Final Account**
- 34.1 The Supplier shall submit with a detailed account of the total amount that the Supplier considers payable under the Contract to the Head of IT before the end of the Defects Liability Period.
- 34.2 The Head of IT shall certify the **Final Payment** within thirty days (30) days of receiving the Supplier's account if the payable amount claimed by the Supplier is correct and the corresponding supplies are completed.
- 34.3 If it is not, the Head of IT shall issue within thirty (30) days a **Defects Liability Schedule** under GCC Sub Clause 19.1 that states the scope of the corrections or additions that are necessary.

### **35. Release from Performance**

- 35.1 If any event or circumstance outside the control of the parties (including, but not limited to, **Force Majeure**) arises which makes it impossible or unlawful for either or both parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the parties to be released from further performance of the Contract, then upon notice by either party to the other party of such event or circumstance:
- (a) The parties shall be discharged from further performance, without prejudice to the rights of either party in respect of any previous breach of the Contract.

## ***F. Termination and Settlement of Disputes***

- 35.2 Termination
- 35.3 Termination for Default
- 35.4 The Procuring Entity or the Supplier, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of Contract.
- 35.5 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- 35.6 the Supplier stops supply for twenty-eight (28) days when no stoppage of supply is shown on the current Programme and the stoppage has not been authorized by the Head of IT;
- 35.7 the Head of IT gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the supplier fails to correct it within a reasonable period of time determined by the Head of IT;
- 35.8 the Supplier has delayed the completion of the Supplies by the number of days for which the maximum amount of Liquidated Damages can be paid, as specified in GCC Sub Clause 29.2;
- 35.9 the Head of IT has subcontracted the whole of the Supplies or has assigned the Contract without the required agreement and without the approval of the Head of IT;
- 35.10 the Supplier, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices as defined in GCC Clause 2, in competing for or in executing the Contract.
- 35.11 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 36.1.1 by the Supplier, the Head of IT shall issue a certificate for the value of the Supplies done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the amount from percentage to apply to the contract value of the supplies not completed, as indicated in the PCC.
- 35.12 All Materials on the Site, Plant, Equipment, Temporary Supplies, and Supplies shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Supplier's default.
36. Payment upon Termination
37. Property

### **35.13 G. Disputes and Arbitration**

- 35.14 Settlement of Disputes
- 35.15 Amicable settlement
- 35.16 The procuring Entity and the Supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
- 35.17 Arbitration
- 35.18 If the parties are unable to reach a settlement as per GCC Clause 39.1 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.
- 35.19 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.

## Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(d)	The Supplier is <i>[Name, address]</i>
GCC 1.1(t)	The Procuring Entity is, Bangladesh National Museum, Shahbagh, Dhaka-1000.
GCC 1.1(v)	The site is located at Dhaka.
GCC 1.1(aa)	The supply of supply consist of : <b>Miscellaneous purchase and supply for Museum of Independence</b> (Supply and installation of Security and electric Item for Museum of Independence)
GCC 5.1	Possession of the Site to the Supplier shall be given on the following date; <i>As per supply order.</i>
GCC 10.1	The Start Date shall be <i>(As per supply order)</i> .
GCC 11.1	The Intended Completion of supply Date for the whole of the schedule of Items (BOQ) shall be 30 days.
GCC 12.1	The Supplier shall submit a Programme for the Supplies within 05(five) days of signing the Contract.
GCC 19.2	The Defects Liability Period is 06 <i>(six) months</i> .
GCC 20.2	The Contract price is as per contract amount.
GCC 28.1	The proportion of payments to be retained is <i>10% (Ten)</i> percent.

<b>GCC 29.1</b>	<p>The amount of Liquidated Damages or in other words Delay Damages is [0.08%] percent of final Contract price of the uncompleted Supplys or any part there of <b>it's</b> per day of delay.</p> <p><b><u>Guide to application of GCC Sub Clause 28.1 above</u></b></p> <p><i>[ Liquidated damages is equivalent to an amount to be determined in accordance with the following formula</i></p> $T_{LD} = V_{UW} \times P \times n$ <p><b>Where;</b></p> <p><math>T_{LD}</math> = <b>Total amount of Liquidated Damages</b></p> <p><math>V_{UW}</math> = <i>Value of Uncompleted Supplys (i.e. supplys not having been completed as of the expiry of the Intended Completion Date plus the supplys completed after the expiry of the Intended Completion Date). <math>V_{UW}</math> shall be calculated by deducting the value of the completed supplys under the Contract from the total Contract price.</i></p> <p><math>P</math> = <b>Percent-rate at which the Liquidated Damages shall be imposed for every day of delay of the final Contract price of the uncompleted Supplys or any part there of.</b></p> <p><math>n</math> = <b>No of days of delay for completion of supplys under the Contract]</b></p>
<b>GCC 29.2</b>	<p>The maximum amount of Liquidated Damages for the uncompleted Supplys or any part thereof is <b>10 (Ten)</b> percent of the final Contract price of the whole of the Supplys.</p>
<b>GCC 37.1</b>	<p>The percentage to apply to the Contract value of the Supplies not effected representing the Procuring Entity's additional cost for completing the uncompleted Supplys, is 15 (fifteen) percent.</p>
<b>GCC 39.2(b)</b>	<p>The arbitration shall be conducted in the place mentioned below; Bangladesh National Museum, Shahbag, Dhaka.</p>

## Section 5. Tender & Contract Forms

Form	Title
<b>Tender Forms</b>	
PG2 – 1	Tender Submission Letter
PG2 – 2	Tenderer's Information
<b>Contract Forms</b>	
PG2 – 5	Notification of Award
PG2 – 6	Contract Agreement

Forms **PG2-5** to **PG2-6** comprises part of the Contract.

## Tender Submission Letter

*[This letter should be completed and signed by the Authorised Signatory  
preferably on the Letter-Head Pad of the Tenderer]*

To:	Date :
<i>[Name and address of Procuring Entity]</i>	
Invitation for Tender No: 14/14-15	Tender Package No: 1, 2 & 3

In accordance with ITT Clauses 13, the following prices apply to our Tender:

The Tender Price is: (ITT Clause 13)	<i>Taka [state amount in figures] and Taka[state amount in words]</i>
---	---

In signing this letter, and in submitting our Tender, we also confirm that:

- a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 16.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- b) a Tender Security is attached in the form of a *[pay order/ bank draft/ bank guarantee]* in the amount stated in the Tender Data Sheet (ITT Sub Clause 17.1) and valid for a period of twenty eight (28) days beyond the Tender validity date;
- c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 37.2 in the amount stated in the Tender Data Sheet (ITT Sub Clause 37.1) and valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the Supplies;
- d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*;
- e) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- f) furthermore, we are aware of ITT Clause 2.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract
- g) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;

Signature:

<i>[insert signature of authorised representative of the Tenderer]</i>
--

Name:

<i>[insert full name of signatory with National ID Number]</i>
--

In the capacity of:

<i>[insert capacity of signatory]</i>
---------------------------------------

Duly authorised to sign the Tender for and on behalf of the Tenderer

**Attachment 1:** Written confirmation authorising the above signatory (ies) to commit the Tenderer

[ ITT Sub Clause 12.1 ]

## Tenderer Information

*[This Form should be completed only by the Tenderer, preferably on its Letter-Head Pad]*

Invitation for Tender No: 13/13-14	Tender Package No: 1, 2 & 3
------------------------------------	-----------------------------

1. Eligibility Information of the Tenderer [ITT –Clauses 3 & 12]			
1.1	Tenderer’s legal title		
1.2	Tenderer’s registered address		
1.3	Tenderer’s year of registration		
1.4	VAT Number (BIN)		
1.5	TIN Number		
2. Qualification Information of the Tenderer			
2.1	Specific Experience in Construction Supplys of Tenderer [ ITT – Clause 7.1 ] Completed Contracts of similar nature, complexity and methods/construction technology		
	Contract No	[ insert reference no] of [ insert year]	
	Name of Contract	[insert name]	
	Role in Contract <i>[tick relevant box].</i>	Prime Supplier	SubSupplier
	Award date	[insert date]	
	Completion date	[insert date]	
	Total Contract Value	[insert amount]	
	Procuring Entity’s Name & Address		
2.2	Average annual construction turnover [ITT Sub Clause 8.1(a)] <i>[ Certificate of payments received for each year of supplys in progress or completed, at the end of the period reported]</i>		
	Year	Amount	Taka
2.3	Financial Resources available to meet the construction cash flow [ITT Sub Clause 8.1(b)]		
	No	Source of Financing	Amount Available
In order to confirm the above statements the Tenderer shall submit , as applicable, the documents mentioned in ITT Sub Clause 15.1(a), (b) & (c).			
2.4	Contact Details [ITT Sub Clause 15.1 (d) & (e)]		
	Name, address, and other contact details of Tenderer’s Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity		



**Notification of Award (Form PG2 - 5)**

Contract No:

Date:

To:

*[Name of Contractor]*

This is to notify you that your Tender dated *[insert date]* for the supply of Goods and related Services for *[name of contract]* for the Contract Price of Tk *[state amount in figures and in words]* as corrected and modified in accordance with the Instructions to Tenderers, has been approved by *[name of Procuring Entity]*.

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub-Clause 26.1
- ii. furnish a Performance Security, in the specified format and in the amount of Tk *[state amount in figures and words]*, within seven (7) working days of acceptance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 27
- iii. sign the Contract within fourteen (14 ) working days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 30

You may proceed with the execution of the supply of Goods and related Services only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract, which shall become binding upon you.

We attach the draft Contract and all other documents for your perusal and signature.

Signed

Duly authorized to sign for and on behalf of  
*[name of Procuring Entity]*

Date:

## **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 Notification of Award
  - (c) The Tender and the appendices to the Tender
  - (d) Conditions of Contract;
  - (e) Technical Specifications;
  - (f) Price Schedules and Schedule of Requirements and;
  - (g) 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

## Section 6. Schedule of Goods Including Technical Specifications (BOQ)

বাংলাদেশ জাতীয় জাদুঘর  
শাহবাগ, ঢাকা-১০০০

কাজের নাম : স্বাধীনতা জাদুঘরের জন্য বিবিধ দ্রব্যাদি ক্রয় ও সরবরাহ কাজ।

## Package – 1

Item No.	Description of item & Specification	Quantity	Unit	Unit price to be quoted in figure & words.	Total TK (in BDT).
1.	<b>Archway (door) metal detector Security Machine with installation.</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	1 pcs	Number		
2.	<b>Handed Metal Detector</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	4 pcs	Number		
3.	<b>Wakie Talkie :</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	6 set	Number		
4.	<b>Fire Suit.</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	10 pcs	Number		
5.	<b>Fire Blanket.</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	20 set	Number		
6.	<b>Gas Mark.</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	20 pcs	Number		
7.	<b>Firefighter gloves.</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	20 set	Number		

8.	<b>Gumboot.</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	10 set	Number		
----	---	--------	--------	--	--

সর্বমোট মূল্য (কথায়)

.....মাত্র।

সহকারী কীপার  
ও  
দায়িত্বপ্রাপ্ত কর্মকর্তা  
স্বাধীনতা জাদুঘর

সচিব  
বাংলাদেশ জাতীয় জাদুঘর

দরদাতার সীলমোহর এবং স্বাক্ষর : .....

ঠিকানা : .....

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

বাংলাদেশ জাতীয় জাদুঘর  
শাহবাগ, ঢাকা-১০০০

কাজের নাম : স্বাধীনতা জাদুঘরের জন্য বিবিধ দ্রব্যাদি ক্রয় ও সরবরাহ কাজ।

Package – 2

Item No.	Description of item & Specification	Quantity	Unit	Unit price to be quoted in figure & words.	Total TK (in BDT).
1.	<b>Laptop :</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	2 pcs	Number		
2.	<b>Scanner :</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	1 pcs	Number		
3.	<b>printer :</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	1 pcs	Number		
4.	<b>Antivirus Software (2 in one) :</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	2 pcs	Number		
5.	<b>Monitor (less than 53 inch)</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	2 pcs	Number		
6.	<b>Power Amplifier (16-24 Chanel).</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	1 pcs	Number		
7.	<b>Cable 2.5 R.M (BRB/Paradise)</b> Equivalent brand as per of sample approved by the authority.	2 Coil	Number		
8.	<b>Wood panel Board Installation (20-24 feet),</b> as per of sample approved by the authority	2pcs	Number		
9.	<b>Router :</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	1 pcs	Number		

সর্বমোট মূল্য (কথায়)

.....মাত্র।

সহকারী কীপার

ও

দায়িত্বপ্রাপ্ত কর্মকর্তা

স্বাধীনতা জাদুঘর

দরদাতার সীলমোহর এবং স্বাক্ষর : .....

ঠিকানা : .....

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

সচিব  
বাংলাদেশ জাতীয় জাদুঘর

বাংলাদেশ জাতীয় জাদুঘর  
শাহবাগ, ঢাকা-১০০০

কাজের নাম : স্বাধীনতা জাদুঘরের জন্য বিবিধ দ্রব্যাদি ক্রয় ও সরবরাহ কাজ।

Package – 3

Item No.	Description of item & Specification	Quantity	Unit	Unit price to be quoted in figure & words.	Total TK (in BDT).
1.	<b>S.S. Ladder 16-20feet</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	1 pcs	Number		
2.	<b>Raincoat.</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	10 pcs	Number		
3.	<b>Umbrella(Large Size).</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	15pcs	Number		
4.	<b>Wheel Chair</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	2 pcs	Number		
5.	<b>Vacuum Cleaner Machine:</b> Model: Brand: Country of manufacture : To be mentioned by the bidder.	2 pcs	Number		
6.	<b>DEHUMIDIFIER :</b> Supply & installation of Automatic Dehumidifier of following water/ moisture extraction capacity workable with relative humidity range 30-100% complete with hermetically scaled compressor, thermal & overload protector, blower fan, copper made evaporation & condenser coil with aluminum fins protection, stainless steel moisture container , automatic humidistat to turn the unit On “ or OFF at reselected moisture level, adjustable moisture controller & all other standard accessories suitable for operation at 220/240V , A. C. supply complete as per sample approved by the Engineer-in-charge. (Major components shall be or made in USA/Japan/EU Countries or equivalent approved by the Engineering-in-Charge.Outer Body made of Plastic or other Gree/ : 30 liter per day. Model: Brand: Country of manufacture : To be mentioned by the bidder.	1 pcs	Number		
7.	<b>Halogen bulb 150 Watt :</b> Supply 150 watt, 220-240V Halogen bulb.	200 pcs	Number		

	Model: Brand: Country of manufacture : To be mentioned by the bidder.				
8.	<b>Halogen bulb 100 Watt :</b> Supply 100 watt, 220-240V Halogen bulb. Model: Brand: Country of manufacture : To be mentioned by the bidder	200 pcs	Number		
9.	<b>Halogen spot light 500 Watt :</b> Supply and installation of 500 Watt, 220-240V surface/ concealed type LED spot Light. Model: Brand: Country of manufacture : To be mentioned by the bidder.	12 pcs	Number		
10.	<b>Halogen spot light 75 Watt :</b> Supply and installation of 75 Watt, 220-240V surface/ concealed type LED water proof Light. Model: Brand: Country of manufacture : To be mentioned by the bidder.	6 pcs	Number		

সর্বমোট মূল্য (কথায়)

.....মাত্র।

সহকারী কীপার  
ও  
দায়িত্বপ্রাপ্ত কর্মকর্তা  
স্বাধীনতা জাদুঘর

সচিব  
বাংলাদেশ জাতীয় জাদুঘর

দরদাতার সীলমোহর এবং স্বাক্ষর : .....

ঠিকানা : .....

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

-----