



বাংলাদেশ জাতীয় জাদুঘর
শাহবাগ, ঢাকা-১০০০

টেন্ডার নং-১৮/২০১৪-২০১৫, তারিখ: ১৭/০৫/২০১৫

কাজের নাম: লট-১, 'বাংলাদেশ জাতীয় জাদুঘরের সংস্কার, মেরামত ও আধুনিকীকরণ' শীর্ষক কর্মসূচির
আওতায় ; বিভিন্ন যন্ত্রপাতি সরবরাহ ও সংস্থাপন কাজ ।

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

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 (OTM).**
 - 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.**

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 **13 & 14** ;
 - (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.
- 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 may be in the form of an irrevocable bank guarantee issued by a scheduled Bank of Bangladesh, in the format (**Form PG2-4**) furnished in Section 5: Tender and Contract Forms.
- 13.3 The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.
- 13.4 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 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

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.

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.
- 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.

F. Contract Award

- 26. Notification of Award** 26.1 Prior to the expiry of the Tender validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority , the Procuring Entity pursuant to Rule 102 of the Public procurement Rules, 2008, shall issue the Notification of Award (NOA) to the successful Tenderer.
- 27. Performance Security** 27.1 The amount of Performance Security shall be **10% (Ten)** of the Contract Price
- 27.2 Within Seven (7) working 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
- 27.3 The Performance Security shall be in the form of a Bank draft, pay order issued by any scheduled bank of Bangladesh acceptable to the Procuring Entity.
- 28. Validity of Performance Security** 28.1 The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 29. Authenticity of Performance Security** 29.1 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
- 30. Contract Signing** 30.1 Within fourteen (3) working days of the issuance of Notification of Award, 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.
- 31. Right to Complain** 31.1 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 fulfill its obligations in accordance with Section 29 of the Public Procurement Act 2006 and pursuant to Part 12 of Chapter Three of the Public Procurement Rules, 2008.

Section 2. Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics and under lined mentioned for the relevant ITT clauses.

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1.1	<p>The Procuring Entity is: Director General, Bangladesh National Museum</p> <p>The Name of the Tender is: <i>লট-১: ‘বাংলাদেশ জাতীয় জাদুঘরের সংস্কার, মেরামত ও আধুনিকীকরণ’ শীর্ষক কর্মসূচির আওতায়; বিভিন্ন যন্ত্রপাতি সরবরাহ ও সংস্থাপন কাজ।</i></p> <p>Tender No.18/2014-2015, Date: 17/05/2015.</p>
ITT 3.0 Eligibility of Tenderers	
	<p>(a) The Tenderer must have an experience for completion of similar type of jobs at least Tk. 5.00 (Five) lac in a single Work order over a period of last 3 (Three) years in any Govt./Semi Govt./Autonomous body/Large Company(Years counting backward from the date of publication of IFT in the Newspaper).</p> <p>(b) The Tenderer shall have minimum 3(Three) years overall experience in the similar nature of jobs (Years counting backward from the date of publication of IFT in the Newspaper).</p> <p>(c) The minimum amount of Bank solvency certificate of Tk.25.00(Twenty Five) Lac shall have to be submitted. Document submitted along with the tender must be issued in between publication date and submission date of the tender.</p> <p>(d) The Tenderer shall have experience for supplying Goods or Service of Tk 50.00 (Fifty) Lac over a period of last 3 (Three) years (Years counting backward from the date of publication of IFT in the Newspaper).</p>
B. Tender Document	
ITT 4.1	<p>The following are the offices of the Procuring Entity or authorised agents for the purpose of providing the Tender Document:</p> <p><u>Main Office:</u></p> <p>1. Bangladesh National Museum Accounts Section & Information centre.</p> <p><u>Others:</u></p> <p>a) Ministry of Culture Affairs, Section-06, Bangladesh Secretariat, Dhaka. b) Ahsan Monjil Museum, Nobabbari, Dhaka.</p>
ITT 4.2	<p>For clarification of Tender Document purposes only, the Procuring Entity’s address is: Attention: Secretary Address: Bangladesh National museum Telephone: 9674976, Fax No.: 8618585 E-mail address: dgmuseum@yahoo.com., Web page: www.bangladeshmuseum.gov.bd</p>
C. Preparation of Tender	
ITT 6.1	<p>The following documents shall have to be submitted with the tender. Failing submission of any documents as stated below the tender will be treated as Non-responsive.</p> <ol style="list-style-type: none"> 1. Up to date Copies of Trade License 2. Up to date Income tax certificate with TIN 3. VAT Registration Certificate 4. Original money receipt for the purchase of tender document to be submitted with Technical proposal 5. The Tenderer shall have minimum 3(Three) years overall experience for similar type of jobs(Years counting backward from the date of publication of IFT in the Newspaper).

	<p>6. Minimum Tk. 5.00 (Five) lac Work completion certificate with work order for similar type of jobs in a single work order within last 3(Three) years in any Govt./Semi Govt./Autonomous body/Large Company. (Years counting backward from the date of publication of IFT in the Newspaper).</p> <p>7. Bank solvency certificate of minimum Tk. 25.00 (Twenty Five) lac from the date of publication of the tender Notice up to the date of submission shall have to be submitted</p> <p>8. Bank Transaction certificate for last 3 (Three) years should have to be submitted (Years counting backward from the date of publication of IFT in the Newspaper).</p> <p>9. Photo copy of National ID card of the Tenderer.</p> <p>10. Catalogue of the equipment/goods as complied with the specification mentioned in the tender schedule shall have to be submitted along with the tender.</p> <p>11. Documents of working experience certificate of minimum Tk. 50.00 (Fifty) lac over a period of 3(Three) years shall have to be submitted.</p> <p>12. The Tenderer must completed Compliance sheet provided with the Tender</p> <p>(All copies duly attested by the 1st class Gazetted Officer with designation, Seal and mobile phone numbers shall have to be submitted with tender.)</p> <p>N.B If any declaration/certificate/document submitted by the Tenderer along with the tender is found to be fake/forge/false, the tender security (earnest money) shall be forfeited & The tender shall be declared informal, void and Non-Responsive.</p>
ITT 7.1	Tenders are being invited for <i>single lot</i> .
ITT 11.1	The Tender validity period shall be 30 days.
ITT 12.1	The amount of the Tender Security shall be: Tk.3%(Three percent) of Quoted price from only any schedule bank Pay order/Bank draft In favour of Secretary, Bangladesh National Museum, Shahbag, Dhaka-1000.
D. Submission of Tender	
ITT 15.1	For <u>Tender submission purposes only</u> , the Procuring Entity's address is: Attention: Secretary Address: 1. Library, Ministry of Culture Affairs, Bhaban-06, Bangladesh Secretariat, Dhaka. 2. Deputy Police Commissioner Office, DMP, Dhaka. 3. Ahsan Manjil Museum, Nowabbari, Dhaka-1100. The deadline for the Tender submission is: Time & Date: Within 02.00 PM on 31 May 2015.
E. Opening of Tenders	
ITT 16.1	The Tender opening shall take place at Conference room of Bangladesh National Museum, Shahbagh, Dhaka. Address: Shahbag, Dhaka-1000 Time & Date: At 04.00 pm on 31 May 2015.

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.

- 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 Notification of Award;
 - (c) The Tender and the appendices to the Tender;
 - (d) Particular Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Technical Specifications;
 - (g) Priced Schedule and schedule of requirements and ;
 - (h) 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.
- 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.
- 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.

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 – 5	Notification of Award
PG2 – 6	Contract Agreement

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

Tender Submission Letter (Form PG2 – 1)

*[This letter shall be completed and signed by the Authorized Signatory
Preferably, on the Letterhead pad of the Tenderer].*

To:	Date :	
<i>[Name and address of Procuring Entity]</i>		
Invitation for OTM No:	Tender Package No:	Lot No:

In accordance with ITT Clauses 7, the following prices apply to our Tender:

The Tender Price is: (ITT Clause 7)	<i>Taka [state amount in figures] and Taka [state amount in words]</i>
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In signing this letter, and in submitting our Tender, we also confirm that:

- a) our Tender shall be valid for the period stated in the Tender Document (ITT Sub-Clause 11.1) 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 / in the amount stated in the Tender Document (ITT Clause 12) and valid for a period of 28 days beyond the Tender validity date;*
- c) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- d) 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;
- e) We understand that your written Notification of Award shall become a binding Contract between us, until a formal Contract is prepared and executed.

Signature:

[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

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

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>
Tender Lot No:		Lot 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 7: Schedule of Requirements.

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

Notification of Award (Form PG2 - 5)

Contract No:
To:

Date:

[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 (3) 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 (3) 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