



Bangladesh Supreme Court

TENDER DOCUMENT FOR THE PROCUREMENT OF GOODS (NATIONAL)

Schedule for Single Lot

LOT 1 : Purchase of Seminar/ Official Bag (1600 Nos)

Price of Schedule: N/A

Invitation for Tender No : 1/2016-2017

Issued on: 02/12/2016

Tender Package No: 1/2016-17

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Section 1. Instructions to Tenderers

A. General

1. Scope of Tender
 - 1.1 The PROCURING ENTITY named in the Tender Data Sheet (TDS) (hereinafter referred to as the "PROCURING ENTITY") wishes to issues these Tender Documents for the supply of Goods, and Related Services incidental thereto, as specified in the TDS and as detailed in Section 6: Schedule of Requirements.
 - 1.2 The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.
 - 1.3 The successful Tenderer will be required to complete the delivery of the goods and related services (when applicable) as specified in the GCC Clause 18.
2. Interpretation
 - 2.1 Throughout this Tender Document
 - (a) the term "in writing" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) "day" means calendar days unless otherwise specified as working days;
 - (d) "Tender Document ", means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of its Tender;
 - (e) "Tender ", depending on the context, means a Tender I submitted by a Tenderer for delivery of Goods and Related Services to a Procuring Entity in response to an Invitation for Tender ;
3. Source of Funds
 - 3.1 The Procuring Entity has been allocated public funds from the source as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the contract for which this Tender Document is issued.
 - 3.2 For the purpose of this provision, "public funds" means any funds allocated to a Procuring Entity under Government budget, or loan, grants and credits placed at the disposal of a Procuring Entity through the Government by the development partners or foreign states or organizations.
 - 3.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

4. Corrupt, Fraudulent, Collusive or Coercive Practices

- 4.1 The Government requires that Procuring Entities, as well as Tenderers shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 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 ITT Sub Clause 4.3.
- 4.3 For the purposes of ITT Sub-clause 4.2 the terms set forth as bellows:
- (a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Procuring Entity in connection with a Procurement proceeding or contract execution;
 - (b) **fraudulent practice** means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
 - (c) **collusive practice** means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, noncompetitive levels, thereby denying a Procuring Entity the benefits of competitive price arising from genuine and open competition; or
 - (d) **coercive practice** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.
- 4.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Procuring Entity, it will, in the first place, allow the Tenderer to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tenderer and the Procuring Entity

related to matters of alleged fraud or corruption shall be in writing.

- 4.5 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.
- 4.6 The Tenderer shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008 and others as stated in GCC Clause 3.

5. Eligible Tenderers

- 5.1 This Invitation for Tenders is open to eligible Tenderers from all countries, except for any specified in the TDS. A Tenderer will be eligible if it is a citizen, or is constituted, registered and operates in conformity with the provisions of the laws of that country.
- 5.2 A Tenderer may be a physical or juridical individual or body of individuals, or company, association invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.
- 5.3 Government-owned enterprises in Bangladesh shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Procuring Entity.
- 5.4 The Tenderer shall have the legal capacity to enter into the Contract.
- 5.5 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules, 2008.
- 5.6 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 Sub Clause 4.3.
- 5.7 Tenderers are not restrained or barred from participating in public Procurement on grounds of execution of defective supply in the past under any Contract.
- 5.8 The Tenderer shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily

barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.

- 5.9 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of the country of its origin.
 - 5.10 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.
 - 5.11 These requirements for eligibility will extend, as applicable, to Sub-contractor proposed by the Tenderer.
- 6. Eligible Goods and Related Services**
- 6.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
 - 6.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, and commissioning, training, and initial maintenance.
 - 6.3 For purposes of this clause, “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
 - 6.4 The origin of goods and services is distinct from the nationality of the Tenderer. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
- 7. Site Visit**
- 7.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Tenderer, at the Tenderer’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Tender and entering into a contract for the supply of goods and related services.
 - 7.2 The Tenderer should ensure that the Procuring Entity is informed of the visit in adequate time to allow it to make appropriate arrangements.
 - 7.3 The costs of visiting the Site shall be at the Tenderer’s own expense.

B. Tender Document

- 8. Tender Document: General**
- 8.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any addendum issued under ITT Clause 11.

- Section 1 Instructions to Tenderers (ITT)
 - Section 2 Tender Data Sheet (TDS)
 - Section 3 General Conditions of Contract (GCC)
 - Section 4 Particular Conditions of Contract (PCC)
 - Section 5 Tender and Contract Forms
 - Section 6 Schedule of Requirements
 - Section 7 Technical Specifications
 - Section 8 Drawings
- 8.2 The Procuring Entity shall reject any Tender if the Tender Document was not purchased directly from the Procuring Entity, or through its agent as stated in the TDS.
- 8.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as addendum to Tender Documents.
- 9. Clarification of Tender Documents**
- 9.1 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.
- 9.2 A Procuring Entity is not obliged to answer any clarification received after that date requested under ITT Sub-Clause 9.1.
- 9.3 The Procuring Entity shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITT Sub-Clause 9.1
- 9.4 The Procuring Entity shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 9.5 Should the Procuring Entity deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 11.
- 10. Pre-Tender Meeting**
- 10.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, if stated in the TDS, hold a Pre-Tender Meeting at the place, date and time as specified in the TDS. All Potential Tenderers are encouraged to attend the meeting, if it is held.
- 10.2 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within one week (7 days) after holding the meeting to all those who purchased the Tender Document and even those who did not attend the meeting.
- 10.3 Any amendment to the Tender Document listed in ITT Sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through

the issue of an Amendment as stated under ITT Sub-Clause 11 and not through the minutes of the pre-Tender meeting.

10.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

11. Addendum to Tender Documents

11.1 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, having purchased the Tender Document or as a result of a Pre-Tender meeting, may revise the Tender Document by issuing an addendum pursuant to Rule 95 of the Public Procurement Rules, 2008.

11.2 The addendum issued under ITT Sub-Clause 11.1 shall become an integral part of the Tender Document and shall have a date and an issue number and shall be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents within five (5) working days of issuance of such addendum, to enable Tenderers to take appropriate action.

11.3 The Tenderer shall acknowledge receipt of an addendum within three (3) working days.

11.4 Tenderers who have purchased the Tender Documents but have not received any addendum issued under ITT Sub-clause 11.1 shall inform the Procuring Entity of the fact by fax, mail or e-mail before two-third of the time allowed for the submission of Tenders has elapsed.

11.5 Procuring Entities shall also ensure posting of relevant addenda with the reference number and date on their website including Notice board.

11.6 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to Rule 95(6) of the Public Procurement Rule, 2008 and under ITT Clause 36.

11.7 If an addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, a Procuring Entity shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. The minimum time for such extension shall not be less than three (3) days.

C. Qualification Criteria

12. General Criteria

12.1 The Procuring Entity requires the Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, will result in rejection of its Tender.

- 12.2 In addition to meeting the eligibility criteria, as stated in ITT Clause 5, the Tenderer must satisfy the other criteria stated in ITT Clauses 13 to 15 inclusive.
- 12.3 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lot. The requirement of overall experience and specific experience under ITT Sub-Clause 14.1 (a) and 14.1 (b) shall not be separately applicable for individual lot.
- 13. Litigation History**
- 13.1 The maximum number of arbitration awards against the Tenderer over a period shall be as specified in the TDS.
- 14. Experience Criteria**
- 14.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
- (a) The minimum level of experience required should be such to ensure the Procuring Entity that, the Contract will be properly executed. **A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;** and
 - (b) Specific experience or Contractual experience required to assured that Tenderer has successfully completed required number of contracts within reasonable period of time. Value, nature, and complexity of theses contracts should be comparable to the contract to be let. **Specific experience in the supplying of similar goods and related services as specified in the TDS;** and
 - (c) Minimum supply and/or production capacity required to assured that the Tenderer is capable of supplying the quantity of the similar Goods required. **A minimum supply and/or production capacity of Goods as specified in the TDS.**
- 15. Financial Criteria**
- 15.1 The Tenderer shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
- (a) Satisfactory completion of supply of similar goods of minimum value stated in the TDS under maximum number of contracts stated in TDS within the period stated in TDS; and
 - (b) Availability of or access to liquid assets , lines of credit and other finances sufficient to meet any possible cash flow requirement which may arise during the execution of the contract. **Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.**

- 16. Appointment of Subcontractor**
- 16.1 Tenderer, pursuant to Rule 53 of the PPR2008, is allowed to sub-contract a portion of the Supply.
- 16.2 The Tenderer shall specify in its Tender all portion of the Goods that will be Subcontracted, if any, including the entity(ies) to whom each portion will be subcontracted to, subject to the maximum allowable limit for subcontracting of Goods specified in the TDS.
- 16.3 All subcontracting arrangement must be disclosed at the time of Tendering, and subcontractors must be identified in the Tender submitted by Tenderer.
- 16.4 A Subcontractor may participate in more than one Tender, but only in that capacity.
- 16.5 Subcontractors must comply with the provision of ITT Clause 5. For this purpose contractor shall complete the Subcontractor's information in Form PG3-1 for submission with tender.
- 16.6 If the Procuring Entity determines that a subcontractor is ineligible, the subcontracting of such portion of the Goods assigned to the ineligible subcontractor shall be disallowed.

D. Tender Preparation

- 17. Only One Tender**
- 17.1 If a Tender for Goods is invited on 'lot-by-lot' basis, each lot shall constitute a Tender. A Tenderer shall submit only one (1) Tender for each lot, A Tenderer who submits or participates in more than one (1) Tender for each lot will cause all the Tenders with that Tenderer's participation to be rejected.
- 17.2 If a Tender for Goods is invited for one or more items on an 'item-by-item' basis, in such case the offer for each item shall correspond to full quantity under that particular item and each such item shall constitute a Tender. A Tenderer who submits or participates in more than one (1) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.
- 18. Cost of Tendering**
- 18.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 19. Issuance and Sale of Tender Document**
- 19.1 A Procuring Entity, pursuant to Rule 94 of the Public Procurement Rules,2008 shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price if the advertisement has been published in the newspaper pursuant to Rule 90 of the Public Procurement Rules,2008.
- 19.2 Full contact details, such as National ID with personal details, mailing address, telephone and facsimile numbers and

electronic mail address, as applicable, of those to whom Tender Documents have been issued shall be recorded with a reference number by the Procuring Entity or its agent.

19.3 There shall not be any pre-conditions whatsoever, for sale of Tender Document and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.

20. Language of Tender

20.1 The Tender shall be written in English language. Correspondence and documents relating to the Tender may be written in the English or Bangla language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

20.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

21. Contents of Tender

21.1 The Tender prepared by the Tenderer shall comprise the following:

- (a) Tender Submission Letter (Form PG3-1) as furnished in Section 5: Tender and Contract Forms;
- (b) Tenderer information sheet (Form PG3-2) as furnished in Section 5: Tender and Contract Forms;
- (c) The completed Price Schedule for Goods and Related Services (Form PG3-3A and PG3-3B) as furnished in Section 5: Tender and Contract Forms as stated under ITT Clauses 23 and 24;
- (d) Tender Security as stated under ITT Clause 29,30 and 31;
- (e) The completed Specifications Submission and Compliance Sheet (Form PG3-4) as furnished in Section 5: Tender and Contract Forms as stated under ITT clause 25.2;
- (f) Alternatives, if permitted, as stated under with ITT Clause 22;
- (g) Written confirmation authorising the signatory of the Tender to commit the Tenderer, as stated under ITT Sub-Clause 34.3;
- (h) The completed eligibility declarations, to establish its eligibility as stated under ITT Clause 5, in the Tender Submission Sheet (Form PG3-1), as furnished in section 5: Tender and Contract Forms;
- (i) An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the Tenderer or employees of a Tenderer entering into or signing a Contract with the Procuring Entity as

stated under ITT clause 5;

- (j) An affidavit confirming that the tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceedings for any of the foregoing as stated under ITT Clause 5;
- (k) 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 or in lieu any other document acceptable to the Procuring Entity demonstrating that the Tenderer is a genuine Tax payer and has a VAT registration number as a proof of fulfillment of taxation obligations as stated under ITT Clause 5;
- (l) Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh as stated under ITT Clause 5;
- (m) The country of origin declarations, to establish the eligibility of the Goods and Related Services as stated under ITT Clause 6, in the Price Schedule for Goods and Related Services (Form PG3-3A and PG3-3B) as furnished in Section 5: Tender and Contract Forms;
- (n) Documentary evidence as stated under ITT Clauses 25, that the Goods and Related Services conform to the Tender Documents;
- (o) Documentary evidence as stated under ITT Clause 26 that the Tenderer's qualifications conform to the Tender Documents;
- (p) Documents establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub-clause 5.3 in case of government owned entity; and
- (q) Any other document as specified in the TDS.

22. Alternatives

22.1 Unless otherwise stated in the TDS, alternatives shall not be considered.

23. Tender Prices, Discounts and Price adjustment

23.1 The prices and discounts quoted by the Tenderer in the Tender Submission Letter (Form PG3-1) and in the Price Schedule (Form PG3-3A and PG3-3B) shall conform to the requirements specified below.

23.2 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 PG3-3A and PG3-3B.

23.3 Tenders are being invited either for one or more items on an 'item-by-item' basis or a single lot or for a number of lots on 'lot-by-lot' basis, as specified in the TDS.

- 23.4 Each lot shall constitute a Tender, If Tenders for Goods are invited on 'lot-by-lot' basis. If Tender for Goods are invited for one or more items on an 'item-by-item' basis, each such item shall constitute a Tender.
- 23.5 The offer shall correspond to full quantity under that particular item, if Tender for Goods are invited for one or more items on 'item-by-item' basis as stated under ITT Sub Clause 23.3.
- 23.6 Tenders being invited for a single lot or for a number of lots on 'lot-by-lot' basis, price quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of that particular lot and shall correspond to 100% of the total offered lot value, unless otherwise stated in the TDS
- 23.7 A Lot Tender not offering minimum number of items of those being priced based on percentage of the total number of items as specified in the ITT Sub-Clause 23.6 and the corresponding minimum value based on percentage of the total lot value as specified in the ITT Sub-Clause 23.6 shall also be considered non-responsive.
- 23.8 Subject to ITT Sub-Clause 23.6, a Lot tender not offering a particular item which represents more than fifty percent (50%) of the estimated lot value identified by the Procuring Entity and specified in the TDS, even if it complies with the requirement of minimum number of items based on percentage of the total number of items as stated under ITT Sub Clause 23.6, shall be considered non-responsive.
- 23.9 The price to be quoted in Tender Submission Letter (Form PG3-1) shall be the total price of the Tender inclusive of all taxes, customs and VAT but, excluding any discounts offered. Tenderers wishing to offer any conditional/unconditional discounts shall specify in their Tender submission letter (Form PG3-1).
- 23.10 The Tenderer wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable method for price reduction, the Tenderer shall quote any conditional discounts and indicate the method for their application in the Tender Submission Letter (Form PG3-1).
- 23.11 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and shall not be subject to variation on any account, unless otherwise specified in the TDS.
- 23.12 In the case of fixed price contracts as stated under ITT Sub Clause 23.11, a Tender submitted with an adjustable price option shall be treated as non-responsive.
- 23.13 However, if under the ITT Sub-Clause 23.11, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price shall not be rejected, but the price adjustment shall be treated as zero.

- 24. Tender Currency**
- 24.1 All prices shall be quoted in Bangladesh Taka.
- 25. Documents Establishing the Conformity of the Goods and Related services**
- 25.1 To establish the conformity of the Goods and Related Services to the 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.
- 25.2 Documentary evidence of conformity of the Goods and services to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Goods;
 - (b) if so required in TDS, tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS, following commencement of the use of the Goods by the Procuring Entity. ; and
 - (c) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the Goods and Related services to those specifications, or a statement of deviations and exceptions to the provisions of Section 7. Technical Specifications.
- 26. Documents Establishing Qualifications of the Tenderer**
- 26.1 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- (a) that the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria of the ITT;
 - (b) that, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization Letter (Form PG3-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.; and
 - (c) that, if required in the TDS, in case of a Tenderer not doing business within Bangladesh, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance.
- 27. Validity Period of Tender**
- 27.1 Tender validities shall be determined on the basis of the complexity of the Tender and the time needed for its examination, evaluation, approval of the Tender and issuance of the Notification of Award pursuant to Rule 19 and 20 of the Public Procurement Rules,2008.
- 27.2 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Procuring Entity, as stated under ITT Clause 36. A Tender valid for a period shorter than that specified will be rejected by the Procuring Entity as

non- responsive.

28. Extension of Tender Validity and Tender Security

- 28.1 In justified exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity following Rule 21 of the Public Procurement Rules,2008 may solicit, **not later than ten (10) days** before the expiry date of the Tender validity, compulsorily all the Tenderers' consent to an extension of the period of validity of their Tenders.
- 28.2 The request for extension of Tender validity period shall state the new date of the validity of the Tender.
- 28.3 The request from the Procuring Entity and the responses from the Tenderers will be made in writing.
- 28.4 The Tenderers consenting in writing to the request made by the Procuring Entity under ITT Sub-Clause 28.1 shall also correspondingly extend the validity of its Tender Security for twenty-eight (28) days beyond the new date for the expiry of Tender validity.
- 28.5 The Tenderers consenting in writing to the request under ITT Sub-Clause 28.1 shall not be required or permitted to modify its Tender in any circumstances.
- 28.6 If the Tenderers are not consenting in writing to the request made by the Procuring Entity under ITT Sub-Clause 28.1, its Tender will not be considered for subsequent evaluation.

29. Tender Security

- 29.1 The Tender Security and its amount shall be determined sufficient to discourage the submission of frivolous and irresponsible tenders pursuant to Rule 22 of the Public Procurement Rule,2008 and shall be expressed as a rounded fixed amount and, shall not be stated as a precise percentage of the estimated total Contract value, except under ITT Sub-Clause 29.4.
- 29.2 The Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer as specified in TDS.
- 29.3 Amount of the Tender security may be determined on the basis of different percentages for each lot, but the amount in fixed as specified in TDS, if so indicated that the Tenders are invited on lot-by-lot basis under ITT Sub Clause 23.3,except as stated under ITT Sub-Clause 29.4.
- 29.4 One Tender security, at the percentage as specified in TDS, of the total value of the items or lots offered by the Tenderer, may be submitted, if so indicated that the Tenders for one or more items are invited on an 'item-by-item basis' or on 'lot-by-lot basis' and Tender containing less than five(5) items in a lot or less than five (5) lots , in such case the Tender security is submitted in a separate envelope.

30. Form of Tender security

- 30.1 The Tender Security shall:
- (a) at the Tenderer's option, be either;
 - i. in the form of a bank draft or pay order, or
 - ii. in the form of an irrevocable bank guarantee issued by a

scheduled Bank of Bangladesh, in the format (Form PG3-6) furnished in Section 5: Tender and Contract Forms;

- (b) be payable promptly upon written demand by the Procuring Entity in the case of the conditions listed in ITT Clause 33 being invoked; and
- (c) remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances detailed under ITT Clause 33 and pursuant to Rule 25 of the Public Procurement Rules, 2008.

31. Authenticity of Tender Security

- 31.1 The authenticity of the Tender security submitted by a Tenderer shall be examined and verified by the Procuring Entity in writing from the Bank issuing the security, prior to finalization of the Evaluation Report pursuant to Rule 24 of the Public Procurement Rule, 2008.
- 31.2 If a Tender Security is found to be not authentic, the Tender which it covers shall not be considered for subsequent evaluation and in such case the Procuring Entity shall proceed to take punitive measures against that Tenderer as stated under ITT Sub-Clause 4.6, pursuant to Rule 127 of the Public Procurement Rules, 2008 and in accordance with Section 64(5) of the Public Procurement Act, 2006.
- 31.3 Tender not accompanied by a valid Tender Security as stated under Sub-Clause 29, 30 and 31, shall be considered as non-responsive.

32. Return of Tender Security

- 32.1 No Tender security shall be returned by the Tender Opening Committee (TOC) during and after the opening of the Tenders pursuant to Rule 26 of the Public Procurement Rules 2008.
- 32.2 No Tender security shall be returned to the Tenderers before contract signing, except to those who are found non-responsive.
- 32.3 Tender securities of the non-responsive Tenders shall be returned immediately after the Evaluation Report has been approved by the Procuring Entity.
- 32.4 Tender securities of the responsive Tenderers shall be returned only after the lowest evaluated responsive Tenderer has submitted the performance security and signed the contract, that being even before the expiration of the validity period specified in Clause 27.
- 32.5 Tender Securities of the Tenderers not consenting within the specified date in writing to the request made by the Procuring Entity under ITT Sub-Clause 28.1 in regard to extension of its Tender validity shall be discharged or returned forthwith.

33. Forfeiture of Tender Security

- 33.1 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 as stated under ITT Clauses 27, and 28, pursuant to Rule 19 of the Public Procurement Rules 2008; or

- (b) refuses to accept a Notification of Award as stated under ITT Sub-Clause 59.3, pursuant to Rule 102 of the Public Procurement Rules 2008; or
- (c) fails to furnish performance security as stated under ITT Sub-Clause 61.2, pursuant to Rule 102 of the Public Procurement Rules 2008; or
- (d) refuses to sign the Contract as stated under ITT Sub-Clause 64.2 pursuant to Rule 102 of the Public Procurement Rules 2008; or
- (e) does not accept the correction of the Tender price following the correction of arithmetic errors as stated under ITT Clause 49, pursuant to Rule 98(11) of the Public Procurement Rules 2008

34. Format and Signing of Tender

- 34.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 21 and clearly mark it "ORIGINAL". In addition, the Tenderer shall prepare the number of copies of the Tender, as specified in the TDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 34.2 Alternatives, if permitted under ITT Clause 22, shall be clearly marked "Alternative".
- 34.3 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a written authorisation and shall be attached to the Tender Submission Letter (Form PG3-1).
- 34.4 The name and position held by each person signing the authorisation must be typed or printed below the signature.
- 34.5 All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.
- 34.6 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.
- 34.7 Person(s) signing the Tender shall describe his or her name, address, position along with his or her national Identification Number.

E. Tender Submission

35. Sealing, Marking and Submission of Tender

- 35.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender, including the alternative, if permitted under ITT Clause 22 in another envelope, duly marking the envelopes as "ORIGINAL" "ALTERNATIVE" (if permitted) and "COPY." These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope.

- 35.2 Tenders shall be properly marked by Tenderers in order not be confused with other types of correspondence which may also be hand-delivered or posted by mail or courier service. The inner and outer envelopes shall:
- (a) bear the name and address of the Tenderer ;
 - (b) be addressed to the Procuring Entity as stated under ITT Sub-Clause 36.1;
 - (c) bear the specific identification of this tendering process indicated in ITT Sub-Clause 1.2 and any additional identification marks as specified in the TDS; and
 - (d) bear a statement “DO NOT OPEN BEFORE...” the time and date for Tender opening, as stated under ITT Sub-Clause 42.2
- 35.3 The Tenderer is solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.
- 35.4 Tenders shall be delivered by hand or by mail, including courier services to location as designated in the ITT Sub-Clause 36.1.
- 35.5 Tenders shall be submitted on the basis of this Tender Document issued by the Procuring Entity.
- 35.6 The Procuring Entity will, on request, provide the Tenderer with a receipt showing the date and time when it's Tender was received.
- 35.7 When so specified in the TDS, tenderers shall have the option of submitting their tenders electronically.
- 35.8 Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the TDS.

36. Deadline for Submission of tenders

- 36.1 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.
- 36.2 The Procuring Entity may, at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for submission of Tender as stated under ITT Sub Clause 36.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
- 36.3 If submission of Tenders for this procurement is allowed in more than one location pursuant to Rule 96(11) of the Public Procurement Rules, 2008, the date and time for submission of Tender at the primary and secondary place(s) shall be as specified in the TDS.
- 36.4 The Procuring Entity shall ensure that the Tenders received at the secondary place(s) are hand-delivered at the primary place stated under ITT Clause 36.3 before the time specified in the TDS; but in no case later than THREE (3) HOURS after the deadline for submission of Tenders at the secondary place(s) in case of **MULTIPLE**

DROPPING.

- 37. Late tender** 37.1 Any Tender received by the PROCURING ENTITY after the deadline for submission of Tenders as stated under ITT Sub-Clause 36.1, shall be declared LATE, rejected, returned unopened to the Tenderer.
- 38. Modification, Substitution or Withdrawal of Tenders** 38.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorised signatory properly sealed, and shall include a copy of the authorisation, confirmed by an affidavit duly authenticated as stated under ITT Clause 34.3, 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 Sub-Clause 36.1.
- 38.2 If submission of Tenders for this procurement is allowed in more than one location pursuant to Rule 96(11) of the Public Procurement Rules, 2008 the Tenderer may modify, substitute or withdraw its Tender following ITT Sub Clause 38.1 after it has been submitted, prior to the deadline prescribed for submission of Tenders at the Primary place.
- 39. Tender Modification** 39.1 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".
- 40. Tender Substitution** 40.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as "SUBSTITUTION".
- 41. Withdrawal of Tender** 41.1 The Tenderer shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as "WITHDRAWAL".

F. Tender Opening and Evaluation

- 42. Tender Opening** 42.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of The Public Procurement Rule,2008.
- 42.2 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place irrespective of **SINGLE DROPPING** and **MULTIPLE DROPPING** as specified in the TDS but no later than **ONE HOUR** after expiry of the submission deadline at the same primary place. Tender opening shall not be delayed on the plea of absence of Tenderers or his or her representatives.
- 42.3 Any specific electronic Tender opening procedures required if electronic tendering is permitted under ITT Sub-Clause 35.7, shall be as specified in the TDS.
- 42.4 Persons not associated with the Tender may not be allowed to attend the public opening of Tenders.
- 42.5 The Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.

42.6 The authenticity of withdrawal or substitution of, or modifications to original Tender, if any made by a Tenderer in specified manner, shall be examined and verified by the Tender Opening Committee based on documents submitted under ITT Sub Clause 38.1.

42.7 Tenders will be opened in the following manner:

- (a) firstly, envelopes marked "Withdrawal" shall be opened and "Withdrawal" notices read aloud and recorded, and the envelope with the corresponding Tender shall not be opened, but returned unopened to the Tenderer by the Procuring Entity at a later time immediately after preliminary examination by the Tender Evaluation Committee (TEC) as stated under ITT Sub-Clause 45.1 . No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and in such case the Tender shall be read aloud at the Tender opening ;
- (b) secondly, the remaining Tenders will be sorted out and those marked "substitutes" or "modified" will be linked with their corresponding "original"(O) Tender;
- (c) Next, envelopes marked "Substitution"(S) shall be opened and read aloud and recorded, and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned unopened to the Tenderer by the Procuring Entity at a later time immediately after preliminary examination by the Tender Evaluation Committee (TEC) as stated under ITT Sub-Clause 45.1 . No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and in such case the Tender shall be read aloud at the Tender opening.
- (d) Next envelopes marked "Modification" (M) shall be opened and read aloud with the corresponding Tender and recorded. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and in such case the Tender shall be read aloud at the Tender opening.
- (e) thirdly, if so specified in this Tender Document, the envelopes marked " Alternative "(A) shall be opened and read aloud with the corresponding Tender and recorded.

42.8 Ensuring that only the correct (M), (S), (A),(O) envelopes are opened, details of each Tender will be dealt with as follows:

- (a) the Chairperson of the Tender Opening Committee will read aloud each Tender and record in the Tender Opening Sheet (TOS)
 - (i) the name and address of the Tenderer;
 - (ii) state if it is a withdrawn, modified, substituted, or original tender;
 - (iii) the Tender price;
 - (iv) the number of initialled corrections;
 - (v) any discounts;
 - (vi) any alternatives;
 - (vii) the presence or absence of any requisite Tender Security; and
 - (viii) such other details as the Procuring Entity, at its discretion, may consider appropriate.
- (b) only discounts and alternative read aloud at the Tender opening will be considered in evaluation;
- (c) all pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the Tender Opening Committee.

42.9 Upon completion of Tender opening, all members of the Tender Opening Committee and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation and their national Identification Numbers the Tender Opening Sheet, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the Tender Opening Committee and any authorised Consultants and, to the Tenderers immediately.

42.10 The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record under ITT Sub-Clause 42.8.

42.11 No Tender will be rejected at the Tender opening stage except the LATE Tenders. .

42.12 A copy of the record shall be distributed to all Tenderers who submitted tenders in time, and posted online when electronic tendering is permitted.

43. Evaluation of Tenders

43.1 Procuring Entity's Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the mandatory requirements of Tender Documents in order to identify the successful Tenderer.

43.2 Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.

44. Evaluation process

44.1 The 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.

45. Preliminary Examination

45.1 Compliance, adequacy and authenticity of the documentary evidences for meeting the qualification criterion specified in the corresponding section of the Tender document shall have to be preliminarily examined and verified.

45.2 The TEC shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 21 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 PG3-1), as furnished in section 5: Tender and Contract Forms, to determine the eligibility of the tenderer as stated under ITT Sub-Clause 21(h). Any alterations to its format, filling in all blank spaces with the information requested, failing which the tender may lead to rejection of the Tender;
- (b) verification of that the Tenderer is enrolled in the relevant professional or trade organisations registered in Bangladesh as stated under ITT Clause 21(l);
- (c) verification of the eligibility in terms of legal capacity and fulfilment of taxation obligation by the tenderer in accordance as stated under ITT Sub-Clause 21(i) and 21(k);
- (d) verification of eligibility that the tenderer is not insolvent, in receivership, bankrupt, not in the process of bankruptcy, not temporarily barred as stated under ITT Sub-Clause 21(j);
- (e) verification of eligibility of Tenderer's country of origin as stated under ITT Sub-Clause 21(b);
- (f) verification of the written authorization confirming the signatory of the Tenderer to commit the Tender has been attached with Tender Submission Letter (Form PG3-1) as stated under ITT Sub-Clause 21(g); in order to check the authenticity of Tender and Tenderer itself ;
- (g) verification of the Tender Security as stated under ITT Sub-Clause 21(d); and
- (h) Verification of that the written notice for substitution of or modification to, the corresponding Tender is proper and authentic, if the tender is "SUBSTITUTION" or "MODIFICATION", as stated under ITT Sub-Clause 38.1

45.3 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.

46. Technical Examinations and Responsiveness

- 46.1 Only those Tenders surviving preliminary examination need to be examined in this phase.
- 46.2 Secondly, the TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below:
- (a) verification of the completeness of the country of origin declaration in the Price Schedule for Goods and Related Services (Form PG3-2) as furnished in Section 5: Tender and Contract Forms to determine the eligibility of the Goods and Related Services as stated under ITT Sub Clause 21(m).
 - (b) verification and examination of the documentary evidence and completed Specification Submission Sheet (Form PG3-3) as furnished in Section 5: Tender and Contract Forms to establish the conformity of the Goods and Related Services to the Tender Documents as stated under ITT Sub Clause 21(e) and 21(n).
 - (c) verification and examination of the documentary evidence that the Tenderer's qualifications conform to the Tender Documents and the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria as stated under ITT Sub Clause 21(o).
 - (d) 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.
- 46.3 TEC may consider a Tender as responsive in the evaluation, only if comply with the mandatory requirements as stated under Clause 46.2.
- 46.4 The TEC's determination of a Tender's responsiveness is to be based on the documentary evidence as requested in Clause 46.2 without recourse to extrinsic evidence.
- 46.5 Information contained in a Tender, that was not requested in the Tender Document shall not be considered in evaluation of the Tender.
- 46.6 If a Tender is not responsive to the mandatory requirements set out in the Tender Document it shall be rejected by the TEC and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation.
- 46.7 A material deviation or reservation is one-
- (a) which affects in any substantial way the scope, quality, or performance of the Goods and Related Services and Tenderer's qualifications mentioned in the Tender Document.
 - (b) which limits in any substantial way, inconsistent with the Tender Documents, the Procuring Entity 's rights or the Tenderer's obligations under the Contract; or
 - (c) whose rectification would anyway affect unfairly the competitive

position of other Tenderers presenting responsive Tenders.

46.8 During the evaluation of Tender, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Tender Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document;

46.9 A TEC may regard a Tender as responsive, even if it contains-

- (a) minor or insignificant deviations, which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and conditions or other requirements set out in the Tender Document;
- (b) errors or oversights, which if corrected, would not alter the key aspects of the Tender.

47. Clarification on Tender

47.1 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, provided that, Tender clarifications which may lead to a change in the substance of the Tender or in any of the key elements of the Tender as stated under ITT Sub-Clause 46.7, shall neither be sought nor permitted by the TEC.

47.2 Change in the tender price shall not be sought or permitted, except to confirm correction of arithmetical errors discovered by the Procuring Entity in the evaluation of the Tender, as stated under ITT Clause 49.

47.3 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.

47.4 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.

47.5 Requests for clarification shall be in writing and shall be signed only by the Chairperson of the TEC.

48. Restrictions on the Disclosure of Information Relating to the Procurement Process

48.1 Following the opening of Tenders until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned Procuring Entity pursuant to Rule 31 of the Public Procurement Rule, 2008.

48.2 Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.

48.3 Any effort by a Tenderer to influence a Procuring Entity in its decision concerning the evaluation of Tenders, Contract awards may result in the rejection of its Tender as well as further action in accordance with Section 64 (5) of the Public Procurement Act 2006.

48.4 All clarification requests shall remind Tenderers of the need for

confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being disqualified.

49. Correction of Arithmetical Errors

49.1 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.

49.2 Provided that the Tender is responsive, TEC shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the TEC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail.,

49.3 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 49.2 shall be considered as non-responsive.

50. Financial Evaluation

50.1 Thirdly the TEC, pursuant to Rule 98 of the Public Procurement Rules, 2008 shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set put in the Render Document.

50.2 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 PG3-3A and PG3-3B) as furnished by the Tenderer and checking the compliance with the instructions provided under ITT Clause 23;
- (b) Evaluation will be done for each Item or lot by lot as stated under ITT Clause 23;
- (c) Adjustment for correction of arithmetical errors as stated under ITT Sub-Clause 49.2;
- (d) Adjustment for price modification offered as stated under ITT Clause 38;
- (e) Adjustment due to unconditional discount or conditional discount (cross discount) as stated under ITT Sub-Clauses 23.9 ,23.10 and 50.3;
- (f) Adjustment due to the application of economic factors of evaluation as stated under ITT Sub-Clause 50.5 if any;
- (g) Adjustment due to the assessment of the price of unpriced

items as stated under ITT Clause 51 if any.

- 50.3 If Tenders are invited for a single lot or for a number of lots as stated under ITT Sub-clauses 23.3, TEC shall evaluate only lots that that have included at least the percentage of items per lot as stated under ITT Sub-Clause 23.6 and 23.7. The TEC shall evaluate and compare the Tenders taking into account:
- (a) Lowest evaluated tender for each lot;
 - (b) The price discount/reduction per lot;
 - (c) Least cost combination for the Procuring Entity, considering discounts and the methodology for its application as stated under ITT Sub-clauses 23.9 and 23.10 offered by the Tenderer in its Tender.
- 50.4 Only those spare parts and tools which are specified on an item-wise basis in the List of Goods and Related Services in Section 6, Schedule of Requirement or adjustment as stated under ITT Sub-clause 50.5, shall be taken into account in the Tender evaluation. Supplier-recommended spare parts for a specified operating requirement as stated under ITT Sub-clause 25.2(b) shall not be considered in Tender evaluation.
- 50.5 The Procuring Entity's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted as stated under ITT Clause 23. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders. The factors, methodologies and criteria to be used shall be as specified in TDS.
- 51. Assessing the Price of Unpriced Items**
- 51.1 If it is so permitted under ITT Clause 23 , any Tenderer offered only eighty percent (80%) or minimum percent of the items of a lot as stated under ITT Sub-Clause 23.6, the TEC shall calculate the total lot value by adding up the average prices offered by other responsive Tenderers for the missing items to the lot value to establish the winning lot Tender. If the Tenderer offered less than the specified, the Tender shall be evaluated as sated under ITT Clause 23.
- 51.2 If the winning lot is missing some items as stated under ITT Sub Clause 51.1, comprising less than twenty percent (20%), the Procuring Entity may procure the missing items from the Tenderer offering the least cost for those remaining items.
- 52. Price Comparison**
- 52.1 The TEC shall compare all responsive Tenders to determine the lowest-evaluated Tender, as stated under ITT Clause 50.
- 52.2 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as delivery period, quality of Goods delivered, complaints history and performance indicators could be taken into consideration.

52.3 In the event that there is a tie for the lowest price and none of the Tenderers has the record of past performance with the Procuring Entity, then the the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process described in ITT Clause 54, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.

52.4 The successful Tenderer as stated under ITT Sub Clauses 52.1, 52.2 and 52.3 shall not be selected through lottery under any circumstances.

53. Negotiation

53.1 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.

53.2 The Procuring Entity through the TEC may negotiate with the lowest evaluated Tenderer with the objective to reduce the Tender price by reducing the scope of works or a reallocation of risks and responsibilities, only when it is found that the lowest evaluated Tender is significantly higher than the official estimate; the reasons for such higher price being duly investigated.

53.3 If the TEC decides to negotiate for reducing the scope of the requirements under ITT Sub Clause 53.2, it will be required to guarantee that the lowest Tenderer remains the lowest Tenderer even after the scope of work has been revised and shall further be ensured that the objective of the Procurement shall not be seriously affected through this reduction.

53.4 In the event that the TEC decides because of a high Tender price to reduce the scope of the requirements to meet the available budget, the Tenderer is not obliged to accept the award and shall not be penalised in any way for rejecting the proposed award if the proposed reduction was not within the scope of Procuring Entity's right to vary quantities specified in ITT Clause 58.

54. Post-qualification

54.1 After determining the lowest-evaluated responsive tender as sated under ITT Sub-Clause 52.1, 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.

54.2 The TEC shall contact the references given by Tenderers about their previous Supply experiences to verify, if necessary, statements made by them in their Tender and to obtain the most up-to-date information concerning the Tenderers.

54.3 The TEC may visit the premises of the Tenderer as a part of the post-qualification process, if practical and appropriate, to verify information contained in its Tender.

54.4 The TEC shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the Contract satisfactorily.

- 54.5 The objective of any visit under ITT Sub-Clause 54.3 shall be limited to a general and visual inspection of the Tenderer's facilities and its plant and equipment, and there shall be no discussion concerning the Tender or its evaluation with the Tenderer during such visit(s).
- 54.6 In the event that the Tenderer with lowest evaluated cost fails the post-qualification, the TEC shall make a similar determination for the Tenderer offering the next lowest evaluated cost and so on from the remaining responsive Tenders, provided that,
- (a) such action shall only be taken if the evaluated costs of the Tenders under consideration are acceptable to the Procuring Entity;
 - (b) when the point is reached whereby the evaluated costs of the remaining responsive Tenders are significantly higher than that of the official estimate, or the market price, the Procuring Entity may take action pursuant to Rule 33 and may proceed for re-Tendering, using a revised Tender Document designed to achieve a more successful result.

55. Rejection of All Tenders

- 55.1 The Procuring Entity may, in the circumstances as stated under ITT Sub-Clause 55.2 and pursuant to Rule 33 of the Public Procurement Rules 2008, reject all Tenders following recommendations from the Evaluation Committee only after the approval of such recommendations by the Head of the Procuring Entity.
- 55.2 All Tenders can be rejected, if -
- (a) the price of the lowest evaluated Tender exceeds the official estimate, provided the estimate is realistic; or
 - (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or
 - (c) the Tenderers are unable to propose completion of the delivery within the stipulated time in its offer, though the stipulated time is reasonable and realistic; or
 - (d) all Tenders are non-responsive; or
 - (e) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 127 of the Public Procurement Rules, 2008.
- 55.3 Notwithstanding anything contained in ITT Sub-Clause 55.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
- 55.4 A Procuring Entity may, on justifiable grounds, annul the Procurement proceedings prior to the deadline for the submission of Tenders.
- 55.5 All Tenders received by the Procuring Entity shall be returned unopened to the Tenderers in the event Procurement proceedings are annulled under ITT Sub-Clause 55.4.

56. Informing Reasons for Rejection

- 56.1 Notice of the rejection, pursuant to Rule 35 of the Public Procurement Rules, 2008, will be given promptly within seven (7) days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

G. Contract Award

- 57. Award Criteria**
- 57.1 The Procuring Entity shall award the Contract to the Tenderer whose offer is responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be Post-Qualified as stated under ITT Clause 54.
- 57.2 A Tenderer shall not be required, as a condition for award of contract, to undertake obligations not stipulated in the Tender Document, to change its price, or otherwise to modify its Tender.
- 58. Procuring Entity's Right to Vary Quantities**
- 58.1 The Procuring Entity reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.
- 59. Notification of Award**
- 59.1 Prior to the expiry of the Tender validity period and within one (1) week 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
- 59.2 The Notification of Award, attaching the contract as per the sample (Form PG3-7) to be signed, shall state:
- (a) the acceptance of the Tender by the Procuring Entity;
 - (b) the price at which the contract is awarded;
 - (c) the amount of the Performance Security and its format;
 - (d) the date and time within which the Performance Security shall be submitted; and
 - (e) the date and time within which the contract shall be signed.
- 59.3 The Notification of Award shall be accepted in writing by the successful Tenderer within seven (7) days from the date of issuance of NOA.
- 59.4 If Tenders were invited for one (1) or more items on an 'Item-by-Item basis', contract will comprise the item(s) awarded to the successful Tenderer and only one (1) Contract will be signed with each successful Tenderer covering all items awarded to him or her.
- 59.5 Until a formal contract is signed, the Notification of Award shall constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.
- 59.6 The Notification of Award establishes a Contract between the Procuring Entity and the successful Tenderer and the existence of a Contract is confirmed through the signature of the Contract Document that includes all agreements between the Procuring Entity and the successful Tenderer.

- 60. Performance Security**
- 60.1 The Performance Security shall be determined sufficient to protect the performance of the Contract pursuant to Rule 27 of the Public Procurement Rules, 2008.
- 60.2 Performance Security shall be furnished by the successful Tenderer in the amount specified in the TDS and denominated in the currencies in which the Contract Price is payable.
- 60.3 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 61. Form and Time Limit for furnishing of Performance security**
- 61.1 The Performance Security shall be in the form of a Bank draft, pay order or an irrevocable Bank Guarantee in the format (Form PG3-9) as stated under ITT Clause 60, issued by any scheduled bank of Bangladesh acceptable to the Procuring Entity.
- 61.2 Within fourteen (14) days from the date of acceptance of the Notification of Award but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount specified under ITT Sub Clause 60.2.
- 62. Validity of Performance Security**
- 62.1 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.
- 62.2 If under any circumstances date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations is to be extended, the Performance Security shall correspondingly be extended for the extended period.
- 63. Authenticity of performance Security**
- 63.1 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.
- 63.2 If the Performance Security submitted under ITT Sub Clause 60.2 is not found to be authentic, the Procuring Entity shall proceed to take measures against the Tenderer in accordance with Section 64 of the Act and pursuant to Rule 127 of the Public Procurement Rules, 2008.
- 64. Contract Signing**
- 64.1 At the same time as the Procuring Entity issues the Notification of Award, the Procuring Entity shall send the draft Contract Agreement and all documents forming the Contract pursuant to Rule 102 of the Public Procurement Rule, 2008, to the successful Tenderer.
- 64.2 Within twenty-eight (28) 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.

- 64.3 If the successful Tenderer fails to provide the required Performance Security, as stated under ITT Clause 60 or to sign the Contract , as stated under ITT Sub-Clause 64.2, Procuring Entity shall proceed to award the Contract to the next lowest evaluated Tenderer, and so on, by order of ranking pursuant to Rule 102 of the Public Procurement Rules,2008.
- 65. Publication of Notification of Award of Contract**
- 65.1 Notification of Awards for Contracts of Taka 10(ten) million and above shall be notified by the Procuring Entity to the Central Procurement Technical Unit within 7(seven) days of issuance of the NOA for publication in their website, and that notice shall be kept posted for not less than a month pursuant to Rule 37 of the Public Procurement Rules, 2008.
- 65.2 Notification of Award for Contracts below Taka 10(ten) million, shall be published by the Procuring Entity on its Notice Board and where applicable on the website of the Procuring Entity and that notice shall be kept posted for not less than a month pursuant to Rule 37 of the Public Procurement Rules, 2008..
- 66. Debriefing of Tenderers**
- 66.1 Debriefing of Tenderers by Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her pursuant to Rule 37 of the Public Procurement Rule, 2008, without disclosing information about any other Tenderer.
- 66.2 In the case of debriefing confidentiality of the evaluation process shall be maintained.
- 67. Right to Complain**
- 67.1 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 pursuant to Part 12 of Chapter Three of the Public Procurement Rules, 2008.
- 67.2 Circumstances in which a formal complaint may be lodged in sequence by a potential Tenderer against a Procuring Entity pursuant to Rule 56 of the Public Procurement Rules, 2008, and the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008 .
- 67.3 The potential Tenderer shall submit his or her complaint in writing within seven (7) calendar days of becoming aware of the circumstances giving rise to the complaint.
- 67.4 In the first instance, the potential Tenderer shall submit his or her complaint to the Procuring Entity who issued the Tender Document.
- 67.5 The place and address for the first stage in the submission of complaints to the Administrative Authority is provided in the TDS.
- 67.6 The Tenderer may appeal to a Review Panel only if the Tenderer has exhausted all his or her options of complaints to the administrative authority as stated under ITT Sub-Clause 67.2.

Section 2. Tender Data Sheet

<i>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.</i>	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1.1	The Procuring Entity is: Registrar General, Bangladesh Supreme Court.
ITT 1.2	The number, identification and name of lots comprising the Tender are: 1/16-17, Lot 1 : Purchase of Seminar / official bag (1600 Nos)
ITT3.1	The source of public fund is DFID
ITT3.3	The name of the Development Partner is : Not Applicable
ITT5.1	Tenderers from the following countries are not eligible: Israel
ITT6.1	Goods and Related Services from the following counties are not eligible: Israel
B. Tender Document	
ITT8.2	The following are the offices of the Procuring Entity or authorised agents for the purpose of providing the Tender Document : Registrar General, Bangladesh Supreme Court
ITT 9.1	For <u>clarification of Tender purposes</u> only, the Procuring Entity's address is: Attention: Syed Aminul Islam Address: Registrar General, Bangladesh Supreme Court Telephone:9562785 Fax number: 9565058 Electronic mail address: rg@supremecourt.gov.bd
ITT10.1	Pre- Tender meeting shall not be held.
C. Qualification Criteria	
ITT 14.1(a)	The Tenderer shall have a minimum 03 years of overall experience in the supply of similar type of bag.

ITT 14.1(b)	The Tenderer shall have the experience of successful completion of minimum 2 work orders of similar bag Supply (300+Units) in Bangladesh within last 3 years.
ITT 15.1(a)	The satisfactory completion of supply of similar goods of minimum BDT. 2,00,000 (Two Lac) under one contract in the last [3]years.
ITT 15.1(b)	The minimum amount of working capital or credit facility is N/A
D. Preparation of Tender	
ITT21.1(q)	The Tenderer shall submit with its Tender the following additional documents: <ol style="list-style-type: none"> 1. <i>Valid trade license with current renewal.</i> 2. <i>Updated Income Tax and VAT Certificates.</i> 3. <i>All products will be supply from ready stock.</i> 4. <i>Import document of the product will be submitted with delivery challan.</i>
ITT22.1	Alternatives “shall not be “permitted.
ITT23.3	Tenders are being invited for [state one or more items on an “item-by-item” basis] <i>Single Lot</i>
ITT 23.6	Price quoted for each lot shall correspond at least to [insert figure100 %] of the items specified for each lot and correspond at least to [insert figure100 %] of the total lot value. [Note: The figures shall be at least eighty percent (80%) of the total number of items required under that lot in the Schedule of Requirement, and representing at least sixty five percent (65%) of the estimated lot value to establish the winning lot Tender, simulated by incorporating the price of the missing items following procedures as stated under ITT Sub Clause 51.1]
ITT 23.8	<i>‘none’</i>
ITT23.11	The prices quoted by the Tenderer “shall not” be adjustable for duration of the Contract. <i>[Note: If prices shall be adjustable, the methodology for adjustment should be specified in the Contract.]</i>
ITT 25.2(b)	Spare parts are: “not required” Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>[State duration]</i>

	<i>[Note: Such spare parts as the Procuring Entity may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; Such spare parts that the Procuring Entity may be able to purchase from other supplier/manufacturers but are compatible with the goods procured.]</i>
ITT26.1(b)	Manufacturer's authorization is: "required"
ITT 26.1(C)	After sales service is: "required"
ITT 27.2	The Tender validity period shall be 120 days . <i>[Note: normally 60 to 120 days; shorter or longer period may be authorized by HOPE or authorized officer to suit the requirements of particular Procurement activity].</i>
ITT 29.2	In favour of Registrar General, Bangladesh Supreme Court
ITT29.3	The amount of the Tender Security shall be: by Lot as shown in the Advertisement
ITT 29.4	The Tender security at the percentage <i>[state percentage]</i> <i>[As per advertisement]</i>
ITT 34.1	In addition to the original of the Tender, 01 copy shall be submitted. <i>[Note: Usually only two copies are needed, ask for more only if they are essential].</i>
E. Submission of Tender	
ITT 35.2(c)	The inner and outer envelopes shall bear the following additional identification marks : <u>Tender no, Lot- no</u>
ITT 35.7	Tenderer "shall not" have the option of submitting their tender electronically.
ITT 35.8	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable
ITT 36.1	For <u>Tender submission purposes</u> ,the Procuring Entity's address is: Attention: Syed Aminul Islam Address: Registrar General, Bangladesh Supreme Court Telephone: 9562785 Fax number: 9565058 Electronic mail address: rg@supremecourt.gov.bd The deadline for submission of Tenders is : as per advertisements.

ITT 36.4	<p>The deadline for the hand-delivering of the Tenders at the Bangladesh Supreme Court is: as per PPR.</p> <p><i>[Note: Shall be delivered to the primary place within three (3) hours after the deadline for submission of Tenders at secondary places]</i></p>
F. Opening and Evaluation of Tenders	
ITT 42.2	<p>The Tender opening shall take place at (<i>always the Bangladesh Supreme Court</i>):</p> <p>Address: Registrar General, Bangladesh Supreme Court</p> <p>Telephone: 9562785</p> <p>Fax number: 9565058</p>
ITT 42.3	<p>If electronic tender submission is permitted as sated under ITT sub-clause 34.8, the specific tender opening procedures shall be: <i>Not applicable.</i></p>
ITT 50.5	<p>The applicable economic factors, for the purposes of evaluation of Tenders shall be:</p> <p>(a) <u>Adjustment for Deviations in the Delivery and Completion Schedule</u></p> <p><i>“The Goods covered by this Tendering process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6, Schedule of Requirements. No credit will be given for earlier completion. Tender offering late contract performance schedules within acceptable period will be accepted but the tenders shall be Adjusted in the evaluation by adding to the Tender Price at the rate of [specify percentage] of the Tender Price for each day of delay. Tender offering delivery schedules beyond [specify time Limit] of the date specified in Section 6, Schedule of Requirement, shall be rejected.”</i></p> <p><i>not applicable</i></p> <p>(b) <u>Cost of major replacement components, mandatory spare parts, and service</u></p> <p><i>The Procuring will draw up a list of high-usage and high-value items of components and spare parts [specify (spare parts, tools, major assemblies, estimated quantities) of usage in the initial period[specify period] of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price, for evaluation purposes only.</i></p> <p><i>[not applicable]</i></p>

G. Award of Contract	
ITT58.1	<p>The maximum percentage by which quantities per item may be increased is 15%.</p> <p>The maximum percentage by which quantities per item may be decreased is 15%.</p> <p><i>[in both instances the maximum percentage is between 15 and 20 %].</i></p>
ITT60.2	<p>The amount of Performance Security shall be 10% ten <i>[state percentage]</i> percent of the Contract Price.</p> <p><i>[Ten percent (10%) of the Contract price for Goods and related Services]</i></p> <p><i>[Five percent (5%) of the Contract price for divisible commodities]</i></p>
ITT67.5	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p> <p>Attention: Syed Aminul Islam</p> <p>Address: Registrar General, Bangladesh Supreme Court</p> <p>Telephone:9562785</p> <p>Fax number: 9565058</p> <p>Electronic mail address: rg@supremecourt.gov.bd</p>

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) **GCC** mean the General Conditions of Contract;
- (h) **Goods** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves;
- (i) **Government** means the Government of the People's Republic of Bangladesh;
- (j) **Procuring Entity** means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;
- (k) **Related Services** means Services linked to the supply of Goods contracts.;
- (l) **PCC** means the Particular Conditions of Contract;
- (m) **Subcontractor** means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;
- (n) **Supplier** means a Person under contract with a Procuring Entity for the supply of Goods and related Services under the Act;
- (o) **Site** means the point(s) of delivery named in the PCC
- (p) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

- (q) **Verified Report** means the report submitted by the Procuring Entity to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.
2. **Contract Documents**
- 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3. **Corrupt, Fraudulent, Collusive or Coercive Practices**
- 3.1 The Government requires that Procuring Entity, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
- 3.2 The Government requires that Procuring Entities, as well as Suppliers shall, during 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 nor any other member of its staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in GCC Sub -Clause 3.3
- 3.3 For the purpose of GCC Sub-clause 3.2 the terms –
- (a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Procuring Entity in connection with a Procurement proceeding or contract execution;
- (b) **fraudulent practice** means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
- (c) **collusive practice** means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, noncompetitive levels, thereby denying a Procuring Entity the benefits of competitive price arising from genuine and open competition; or
- (d) **coercive practice** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.

- 3.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Procuring Entity, it will, in the first place, allow the Supplier to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Supplier concerned. Any communications between the Supplier and the Procuring Entity related to matters of alleged fraud or corruption shall be in writing.
- 3.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against the Supplier alleged to have carried out such practices, the Procuring Entity shall proceed under GCC Clause 42.4
- 3.6 The Supplier shall permit the Procuring Entity to inspect the Supplier's accounts and records and other documents relating to the submission of the Tender and Contract performance.

4. Interpretation

- 4.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.

4.2 Entire Agreement

- (a) The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 5.1(i) .

4.3 Amendment

- (a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

4.4 Non-waiver

- (a) Subject to GCC Sub-Clause 4.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

- 4.5 **Severability**
- (a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5. Documents Forming the Contract and the order of precedence
- 5.1 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) Drawings;
- (h) Priced Schedule and schedule of requirements and ;
- (i) Other Documents including correspondences listed in the PCC forming part of the Contract.
6. Eligibility
- 6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 6.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
7. Governing Language
- 7.1 The Contract shall be written in English language. Correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity may be written in English or Bangla language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8. Governing Law
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
9. No fees/Gratuities
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.

- 10. Use of Contract Documents and Information**
- 10.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the PROCURING ENTITY's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PROCURING ENTITY. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 10.2 Any document, other than this Contract itself, enumerated in GCC Clause 10.1 shall remain the property of the PROCURING ENTITY and shall be returned (all copies) to the PROCURING ENTITY on completion of the Supplier's performance under this Contract if so required by the PROCURING ENTITY.
- 11. Communications and Notices**
- 11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC.
- 11.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
- 12. Trademark, Patent and Intellectual Property Rights**
- 12.1 The Procuring Entity should not be liable for any infringement of intellectual property rights arising from use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must indemnify and hold the Procuring Entity free and harmless against such claims and shall not be in contravention of Trademark Ordinance, 2008 and Patent and Design Act, 1911.
- 13. Copyright**
- 13.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 14. Assignment of Rights**
- 14.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the Procuring Entity's prior written consent.
- 15. Sub contracting**
- 15.1 Any subcontracting arrangements made during contract implementation and not disclosed at the time of the Tendering shall not be allowed.
- 15.2 Subcontracting of any portion of the GOODS shall not relieve the Tenderer from any liability or obligations that may arise from its performance.
- 15.3 Supplier shall retain full responsibility for the contract and can not pass any contractual obligations to the subcontractor and under no circumstances assignment of the contract to the subcontractor be allowed.

- 15.4 Subcontractors shall comply with the provisions of GCC Clause 3 and 6.
- 16. Supplier's Responsibilities** 16.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply as stated under GCC Clause 18 and the Delivery and Completion schedule, as stated under GCC Clauses 23 and 24 in conformity with the provisions of the Contract Agreement.
- 17. Procuring Entity's Responsibilities** 17.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals and other license from local public authorities, the PROCURING ENTITY may, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. However, the supplier shall bear the costs of such permits and/or licenses. On the other hand, the Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with the contract.
- 17.2 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.
- 18. Scope of Supply** 18.1 Subject to the PCC, the Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.
- 18.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 19. Amendment to Order** 19.1 The Procuring Entity may make an amendment to Order for necessary adjustment within the general scope of the contract in any one or more of the following aspects in order to fully meet the requirement of the Contract:
- (a) Drawing, design or specifications of the goods, provided that:
 - i. The goods to be furnished are to be specifically manufactured for the government in accordance therewith;
 - ii. The change is an improvement of the goods and advantageous to the Government;
 - iii. It is done at no extra cost; and
 - iv. It is not prejudicial to the losing Tenderers in the sense that such change/s could not have been foreseen during the conduct of the tendering and would have significantly affected the other tenderer's tender;
 - (b) The place of delivery;
 - (c) The place of performance of the services;
 - (d) Additional items needed and necessary for the protection of the goods procured, which were not included in the original contract.

- 19.2 Such amendment may or may not result to an increase or a decrease of the contract price, and/or an extension or reduction of the delivery period. However, the amendment should not have the result of changing the subject matter of the contract or the specifications of the goods or services, in any material aspect and to such an extent that, if introduced during the Tendering stage, may have had a significant effect on other Tenderer's tender, because this situation would actually require another tendering activity.
- 20. Instances When Amendment to Order May be Issued**
- 20.1 The Procuring Entity may issue amendments order at any time during contract implementation, through a notice as stated under GCC Clause 11, provided that such adjustment is required to fully meet the requirements of the contract. Any of the following circumstances may serve as basis for such amendment/s:
- (a) Emergency cases, fortuitous events or unforeseen contingencies arising during contract implementation, and such contingencies have an impact on the procurement at hand, such as:
 - i. Changes in the conditions affecting the contract, e.g., a change in the place of delivery;
 - ii. Time is of the essence in the implementation of the contract, and any changes require immediate implementation; and
 - iii. Additional requirements have been identified as necessary for the protection of the goods procured, such as changes in the packaging of the goods, or additional items have become necessary to ensure that the goods are sufficiently protected from the elements;
 - (b) When the contract does not reflect the real intention of the parties due to mistake or accident, and the amendment is necessary to reflect the party's intention; and
 - (c) Other analogous circumstances that could affect the conditions of the procurement at hand
- 21. Adjustments in Contract Price and/or Delivery Schedule in Amendment to Order**
- 21.1 If an amendment to order increases or decreases the cost of ,or the time required for executing any part of the delivery under the original contract, an equitable adjustment in contract price and/or delivery schedule should be mutually agreed upon between parties concerned, and the contract should be modified as stated under GCC Clause 46
- 21.2 If the amendment to order consists of additional items, the price adjustment shall be based on the unit price in the original contract for items of goods similar to those in the original contract. If the contract does not contain any rate applicable to the additional items, then suitable prices shall be mutually agreed upon between the parties, based on prevailing market prices.
- 21.3 It is required, however, that any increase in contract price must not exceed ten percent (10%) of the original contract price.
- 22. Packing and Documents**
- 22.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract and in accordance with existing industry standards. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to

extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Clause 22.1, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Procuring Entity.
- 22.3 The outer packaging must contain a "Packing List" which must reflect the actual contents of the package.
- 23. Delivery and Documents**
- 23.1 Subject to GCC Sub-Clause 19, the Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the PCC.
- 24. Acceptance**
- 24.1 Acceptance by the Procuring Entity shall be processed not later than fourteen (14) days from receipt of the goods at final destination in the form of an Acceptance Certificate, unless any defects in the supply, any damage during transportation or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier as stated under GCC Clause 31 and GCC Clause 32. In such cases the Acceptance Certificate will be issued only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the Supplier has remedied the defects and/or any non-conformity under GCC Clause 31 and GCC Clause 32.
- 24.2 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.
- 25. Contract Price**
- 25.1 The Contract Price shall be specified in the PCC.
- 25.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the price as stated under GCC Sub-Clause 25.1, with the exception of any change in price resulting from a Change Order issued under GCC Clause 19, or if applicable, adjustments authorized in accordance with the price adjustment provision specified in the PCC.
- 26. Transportation**
- 26.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements, defined as the Site, transport to such place of destination, including insurance, other incidental costs, and temporary storage, if any. These costs shall be included in the Contract Price.
- 27. Terms of Payment**
- 27.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the PCC.

- 27.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents as stated under GCC Clause 23 and 24 and upon fulfilment of any other obligations stipulated in the Contract.
- 27.3 Payments shall be made promptly by the Procuring Entity, but in no case later than the days indicated in the PCC after submission of an invoice or request for payment by the Supplier, and after the procuring Entity has accepted it.
- 27.4 Payment shall be made to the Supplier under this Contract shall be in Bangladeshi Taka .
- 27.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its respective due date or within the period set forth in the PCC, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the PCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- 28. Insurance** 28.1 The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the PROCURING ENTITY.
- 29. Taxes and Duties** 29.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred until delivery of the contracted goods to the Procuring Entity.
- 30. Performance Security** 30.1 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.
- 30.2 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 and the issuance of certification to that effect by the Procuring Entity, including any warranty obligations as stated under GCC Clause 33, unless specified otherwise in the PCC, provided that there are no claims field against the supplier.
- 31. Specifications and Standards** 31.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 7, Technical Specification and in Section 8, Drawings, if any.
- 31.2 If there is no applicable standard, the goods must conform to the authoritative standards appropriate to the good's country of origin. Such standards must be the latest issued by the concerned institution.
- 31.3 Subject to the GCC Clause 19,the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

31.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specification. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated under GCC Clause 19.

32. Inspections and Tests

32.1 The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. The PCC and Technical specifications shall specify what tests the Procuring Entity requires and where they are to be conducted. 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.

32.2 The Supplier shall provide the Procuring Entity with a report of the results of any such test.

32.3 The Procuring Entity may engage external agents for the purpose of conducting inspection of Goods, provided that the Procuring Entity shall bear all of its costs and expenses.

32.4 The PROCURING ENTITY or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 32.1, provided that the PROCURING ENTITY shall bear all of its own costs and expenses incurred in connection with such attendance.

32.5 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

32.6 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract, but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

32.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice under GCC Sub-Clause 32.5.

32.8 The Supplier agrees that neither the execution of a test and/or

inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report as stated under GCC Sub-Clause 32.2, shall relieve the Supplier from any warranties or other obligations under the Contract.

33. Warranty

- 33.1 The Supplier warrants that all the Goods supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the design and/or material required by the Procuring Entity provides otherwise under GCC Clause 19.
- 33.2 The Supplier further warrants that the all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bangladesh.
- 33.3 In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or other such period as may be specified in the PCC.
- 33.4 The warranty periods may vary among the various items and lots. The warranty for Goods delivered ahead will lapse earlier than the succeeding deliveries.
- 33.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 33.6 Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 33.7 If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 33.6, the PROCURING ENTITY may proceed to call upon the Performance security without prejudice to any other rights which the PROCURING ENTITY may have against the Supplier under the Contract and under the applicable law.
- 33.8 Performance Security under GCC Clause no 30 shall only be released after the lapse of the warranty period, provided that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.
- (a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect.
 - i. For example, a ball pen that does not write is patently defective.
 - (b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is “hidden” or one that is not immediately determinable.
 - i. For example, a ball pen that writes .75 kilometers instead of the expected 1.5 kilometers, has a latent defect.

34. Delays in Delivery and Extensions of Time

- 34.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the Contract.
- 34.2 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services as stated under GCC Clause 23, the Supplier shall promptly notify the Procuring Entity in writing. It must state therein the cause/s and duration of the expected delay. The Procuring Entity shall decide whether and by how much to extend the time. In all cases, the request for extension should be submitted before the lapse of the original delivery date.
- 34.3 Within twenty-one (21) days of receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may grant time extensions, if based on justifiable grounds, without liquidated damages.
- 34.4 The Procuring may extend up to twenty percent (20%) of the original contract time, above 20% of the original contract time approval of Head of Procuring Entity (HOPE) shall be required, in which case the extension shall be ratified by the Parties by amendment of the Contract as stated under GCC Clause 46.
- 34.5 Except in the case of Force Majeure, as provided under GCC Clause 38, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages as stated under GCC Clause 35, unless an extension of time is agreed upon, under GCC Sub-Clause 34.3.

35. Liquidated Damages

- 35.1 Subject to GCC Clause 34 and 38, if the , 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 as stated under GCC Clause 23, 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 percentage specified in the PCC of the delivered 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 of the percentage specified in those PCC. Once the maximum is reached, the Procuring Entity may terminate the Contract as stated under GCC Clause 42.

36. Limitation of Liability

- 36.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement of patent and intellectual property rights, if applicable, the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, the aggregate liability of the Supplier to the PROCURING ENTITY shall not exceed the total Contract Price, provided that this limitation shall not apply, to the cost of repairing or replacing defective equipment or, to any obligation of the Supplier to pay liquidated damages to the Procuring Entity.

37. Change in

- 37.1 Unless otherwise specified in the Contract, if after the Contract, any

Laws and
Regulations

law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, under GCC Clause 25

**38. Definition of
Force Majeure**

38.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:

- (a) which is beyond a Party's control;
- (b) which such Party could not reasonably have provided against before entering into the Contract;
- (c) which, having arisen, such Party could not reasonably have avoided or overcome; and
- (d) which is not substantially attributable to the other Party.

38.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity;
- (vi) freight embargoes;
- (vii) acts of the Government in its sovereign capacity.

**39. Notice of Force
Majeure**

39.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

39.2 The Party shall, having given notice, be excused performance of its

obligations for so long as such Force Majeure prevents it from performing them.

39.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

40. Duty to Minimise Delay

40.1 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

40.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

41. Consequences of Force Majeure

41.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

41.2 The Procuring Entity may suspend the delivery or contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary due to force majeure as defined in the contract.

41.3 Delivery made either upon the lifting or the expiration of the suspension order. However, if the procuring Entity terminates the contract as stated under GCC clause 42, resumption of delivery cannot be done.

41.4 Head of Procuring Entity determines the existence of a force majeure that will be basis of the issuance of suspension of order.

41.5 Adjustments in the delivery or contract schedule and/or contract price, Including any need to modify contract under GCC Clause 46.

42. Termination for Default

42.1 The PROCURING ENTITY shall terminate this Contract for default when any of the following conditions attends its implementation:

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

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

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

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

- or in executing the Contract;
- (e) When deductible amount due to liquidated damage reaches its maximum as stated under GCC Clause 35.
- 42.2 Termination of a contract for default is without prejudice to other remedies available to the Procuring Entity for breach of contract, such as payment of liquidated and other damages, if there are grounds for the latter.
- 42.3 In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 42.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 42.4 In the event as stated under GCC Clause 42.1(d), the Procuring Entity shall,
- (a) terminate the Supplier's employment under the Contract and cancel the contract, after giving 14 days notice to the Supplier and the provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.1
- (b) declare, at its discretion, the concerned Person to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
- 43. Termination for insolvency**
- 43.1 The PROCURING ENTITY shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the PROCURING ENTITY and/or the Supplier.
- 44. Termination for Convenience**
- 44.1 The PROCURING ENTITY, by written notice sent to the supplier, may terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring Entity's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.
- 44.2 Any of the following circumstances may constitute sufficient grounds to terminate a contract for conveniences :
- (a) If Physical and economic conditions have significantly changed so as to render the contract no longer economically, financially or technically feasible, as determined by the Head of Procuring Entity;
- (b) The Head of Procuring Entity has determined the existences of conditions that make contract implementation impractical and/or unnecessary, such as, but not limited to , fortuitous event/s, change in laws and government policies;
- (c) Funding for the contract has been withheld or reduced;
- (d) Any circumstances analogous to the foregoing.

- 44.3 The GOODS that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the PROCURING ENTITY at the contract terms and prices. For GOODS not yet performed and/or ready for delivery, the PROCURING ENTITY may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

45. Procedures for Termination of Contracts

- 45.1 The following provisions shall govern the procedures for termination of this Contract as stated under GCC Clauses 42,43 and 44:
- (d) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (e) Upon recommendation by the Procuring Entity, the Head of the PROCURING ENTITY shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - i. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - ii. the extent of termination, whether in whole or in part;
 - iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - iv. special instructions of the PROCURING ENTITY, if any.
 - (f) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (g) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the PROCURING ENTITY a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the PROCURING ENTITY shall issue an order terminating this Contract;
 - (h) The PROCURING ENTITY may, at anytime before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

- (i) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the PROCURING ENTITY shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (j) The Head of the PROCURING ENTITY may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the PROCURING ENTITY.

46. Contract Amendment

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

47. Settlement of Disputes

47.1 Amicable Settlement:

- (a) 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.

47.2 Adjudication

- (a) If the Supplier /Procuring Entity believe that amicable settlement of dispute is not possible between the two parties, the dispute shall be referred to the Adjudicator within fourteen (14) days of first written correspondence on the matter of disagreement;
- (b) The Adjudicator named in the PCC is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party;
- (c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it;
- (d) The supplier shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the Procuring Entity shall reimburse half of these fees through the regular progress payments;
- (e) Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Supplier. In case of disagreement between the Procuring Entity and the Supplier the Adjudicator shall be designated by the Appointing

Authority designated in the PCC at the request of either party, within fourteen (14) days of receipt of a request from either party.

47.3 Arbitration

- (a) If the Parties are unable to reach a settlement under GCC Clause 47.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 47.3(b);
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.

Section 4. Particular Conditions of Contract

<i>Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.</i>	
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(j)	The Procuring Entity is <i>[insert complete name of the Procuring Entity]</i> : Registrar General, Bangladesh Supreme Court
GCC 1.1(o)	The site(s)/point(s) of delivery is/are: <i>[insert name(s) and detailed information on the location(s) of the site(s)]</i> Registrar General, Bangladesh Supreme Court
GCC 5.1(i)	The following documents shall also be part of the Contract: <i>[insert the name of the documents]</i>
GCC 11.1	For notices , the Procuring Entity's contact details shall be: Attention: Syed Aminul Islam Address: Registrar General, Bangladesh Supreme Court Telephone: 9562785 Fax number: 9565058 Electronic mail address: rg@supremecourt.gov.bd
	For notices , the Supplier's contact details shall be: Attention: Address: Telephone: Facsimile number: Electronic mail address:
GCC 18.1	The scope of Supply shall be defined in: <i>[insert "section 6, Schedule of Supply"] or [At the time of awarding the Contract, the Procuring Entity shall specify any change in the Scope of Supply with respect to Section 6, Schedule of supply included in the Tender Document. Such changes may be due, for instance, if the quantities of goods and related Services are increased or decreased at time of award]</i>
GCC 22.2	The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i>

	<p><i>The outer packing may be clearly marked on at least four slides as follows:</i></p> <p><i>Name and address of Procuring Entity</i></p> <p><i>Name of the Supplier</i></p> <p><i>Contract Description</i></p> <p><i>Final Destination/Delivery Point</i></p> <p><i>Gross weight</i></p> <p><i>Package number of total number of packages</i></p> <p><i>Brief description of the content</i></p> <p><i>Any special lifting instructions</i></p> <p><i>Any special handling instructions</i></p> <p><i>[Note: The above requirements should be reviewed by a Procuring Entity on a case-by-case basis, with amendments being made as necessary.]</i></p>
GCC 23.1	<p>The documents to be furnished by the Supplier shall be as follows:</p> <p><i>[insert the detail requirements of documents]</i></p> <p>The documents to be furnished by the Supplier as follows:</p> <ol style="list-style-type: none"> a. Copies of Supplier's invoice showing goods' description, quantity, unit price, total amount; b. Delivery note, railway receipt, or truck receipt; c. manufacturer's/ supplier's warranty certificate (if any); d. inspection certificate issued by the nominated inspection agency (or Procuring Entity) and/ or the supplier's factory inspection report (if any); e. Certificate of origin, if any . <p><i>[Note: The above requirements should be reviewed by a Procuring Entity on a case-by-case basis, with amendments being made as necessary.]</i></p>
GCC 25.1	<p>The Contract price is: <i>[insert the contract Price]</i></p>
GCC 25.2	<p>The Prices charged for the Goods supplied and the Related services performed <i>[insert "shall" or "shall not", as appropriate]</i> be adjustable: shall not be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment <i>[see attachment to these PCC for a sample Price Adjustment Formula]</i></p>
GCC 27.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: on delivery and acceptance 100%.</p>

GCC 27.3	<p>Payments shall be made in no case later than the days 60 after submission of an invoice or request for payment by the Supplier, and after the procuring Entity has accepted it.</p> <p><i>[Note: may be 30,45,60 etc]</i></p>
GCC 27.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be <i>[Indicate the days]</i> days after submission of an invoice or request for payment by the Supplier, and after the procuring Entity has accepted it.</p> <p>Not Applicable</p> <p>The interest rate that shall be applied is [0 %] percent</p> <p><i>[Note: The interest rate shall normally be 1% above the lending rate of scheduled banks in Bangladesh]</i></p>
GCC 32.1	<p>The inspections and tests shall be :<i>[insert type of test, time, place, procedures for carrying out the inspections and tests</i></p> <p><i>Goods:</i></p> <p><i>Type of test:</i></p> <p><i>Time or milestone:</i></p> <p><i>Place:</i></p> <p><i>Procedure:]</i></p> <p><i>[Note: Depending on the type of Goods to be procured, there may be a need to provide for special inspections and/or tests to be carried out. In particular, this will be the case when the Goods are designed specifically for the purpose of the Project in question or where due to the nature of the Goods, there is a need to ensure compliance with certain technical specifications and requirements at an early stage. If there is a need for such special inspections and/or tests, the PCC should mention specific testing methods and the timing or milestones and places where the tests and/or inspections are to be carried out.]</i></p>
GCC 33.3	<p>The period of validity of the Warranty shall be :<i>[as per technical spec.]</i>Years</p>
GCC 33.6	<p>The Supplier shall correct any defects covered by the Warranty within 07 days of being notified by the Procuring Entity of the occurrence of such defects.</p>
GCC 35.1	<p>The applicable rate for liquidated damages for delay shall be : <i>0.5 percent of the delivered price of the delayed Goods or unperformed Related services for each week of delay until actual delivery or performance</i></p> <p>The maximum amount of liquidated damages shall be <i>Ten (10%) percent of the Contract Price.</i></p>

GCC 47.2(b)	The name of the Adjudicator: <i>CSE, BUET</i> The name of the appointing authority of the Adjudicator [<i>Ministry of Science and Technology (MoST), Government of Bangladesh</i>]
GCC 47.3(b)	Arbitration shall take place in : <i>CSE Department, BUET</i>

Attachment: Price Adjustment Formula

If under GCC 25.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 25.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
- P_0 = Contract Price (base price).
- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a , b , and c as specified by the Procuring Entity are as follows:

$a = [insert\ value\ of\ coefficient]$

$b = [insert\ value\ of\ coefficient]$

$c = [insert\ value\ of\ coefficient]$

The Tenderer shall indicate the source of the indices and the base date indices in its Tender.

Base date = thirty (30) days prior to the deadline for submission of the Tender.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section 5. Tender and Contract Forms

Form	Title
Tender Forms	
PG3 – 1	Tender Submission Letter
PG3 – 2	Tenderer Information Sheet
PG3 – 3A	Price Schedule for Goods
PG3 – 3B	Price Schedule for Related Services
PG3 – 4	Specifications Submission and Compliance Sheet
PG3 – 5	Manufacturer's Authorisation Letter
PG3 – 6	Bank Guarantee for Tender Security

Contract Forms

PG3 – 7	Notification of Award
PG3 – 8	Contract Agreement
PG3 – 9	Bank Guarantee for Performance Security
PG3 – 10	Bank Guarantee for Advance Payment

Forms PG3-1 to PG3-6 comprises part of the Tender and should be completed as stated in ITT Clause 21.

Forms PG3-7 to PG3-10 comprises part of the Contract as stated in GCC Clause 5.

Tender Submission Letter (Form PG3 – 1)

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

To: <i>[Contact Person]</i> <i>[Name of Procuring Entity]</i> <i>[Address of Procuring Entity]</i>	Date:
Invitation for Tender No:	<i>[indicate IFT No]</i>
Tender Package No:	<i>[indicate Package No]</i>
Lot No:	<i>[indicate number of Lots]</i>

We, the undersigned, offer to supply in conformity with the Tender Document the following Goods and related Services:

--

In accordance with ITT Clauses 22 and 23, the following prices and discounts apply to our Tender:

The Tender Price is: (ITT Sub-Clause 23.1)	<i>Taka [state amount in figures] and Taka[state amount in words]</i>
The conditional/ unconditional discount for being awarded more than one lot in this package is: (ITT Sub-Clause 23.9)	<i>Taka [state amount in figures] and Taka[state amount in words]</i>
The methodology for Application of the discount is: (ITT Sub-Clause 23.10)	<i>[state the methodology]</i>
The advance payment is: (GCC Sub-Clause 27.1)	<i>[state the amount based on percentage of the Tender Price]</i>

and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form PG3 - 10.

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 27.2) 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 Clause 29) and valid for a period of 28 days beyond the Tender validity date;
- c) if our Tender is accepted, we commit to furnishing a Performance Security in the

amount stated in the Tender Data Sheet (ITT Sub-Clause 60.2) in the form stated in Tender Data Sheet (ITT Sub-Clause 60.1) and valid for a period of 28 days beyond the date of completion of our performance obligations;

- d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*; including Addendum to Tender Documents No(s) *[state numbers]* ,issued in accordance with the Instructions to Tenderers (ITT Clause 11). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum have been issued]*;
- e) we, including as applicable, subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Sub-Clause 5.1;
- f) we are submitting this Tender as a sole Tenderer
- g) we are not a Government owned entity as defined in ITT Sub-Clause 5.3 or we are a Government owned entity, and we meet the requirements of ITT Sub-Clause 5.3]; *(delete one of the above as appropriate)*
- h) we, declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents, in accordance with ITT Sub-Clause 5.5;
- i) we, including as applicable subcontractor have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices, in accordance with ITT Sub-Clause 5.6;
- j) furthermore, we are aware of ITT Sub Clause 4.3 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- k) we intend to subcontract an activity or part of the Supply, in accordance with ITT Sub-Clause 16.1 to the following Subcontractor(s);

Nature of the Supply or related service	Name and address of Subcontractor
---	-----------------------------------

- l) we, confirm that we do not have a record of poor performance, such as abandoning the Supply, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Sub-Clause 5.8, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information Sheet(Form PG3-2);
- m) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall become a binding Contract between us, until a formal Contract is prepared and executed;
- n) we understand that you reserve the right to accept or reject any Tender, to cancel the Tender proceedings, or to reject all Tenders, without incurring any liability to Tenderers, in accordance with ITT Clause 55.1.

Signature:

<i>[insert signature of authorised 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 authorised to sign the Tender for and on behalf of the Tenderer

[If there is more than one (1) signatory add other boxes and sign accordingly].

Attachment 1: Written confirmation authorising the above signatory(ies) to commit the Tenderer, in accordance with ITT Sub-Clause 34.3;

	<ul style="list-style-type: none"> □ A certificate issued by the competent authority of Bangladesh stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number or in lieu any other document acceptable to the Procuring Entity demonstrating that the Tenderer is a genuine Tax payer and has a VAT registration number as a proof of fulfillment of taxation obligations in accordance with ITT Clause 5 . □ Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh in accordance with ITT Clause 5.
<p>2. Litigation History: [Number of arbitration awards against the tenderer over the period in accordance the ITT Clause 13.1] if no [state “None”]</p>	
<p>3. Qualification Information of the Tenderer:</p>	
3.1	<p>Number of years of overall experience of the Tenderer in the supply of goods and related services as stated under ITT Sub-Clause 14.1(a):</p>
3.2	<p>Number of completed supply contracts in the supply of similar goods and related services within the period mentioned in TDS as stated under ITT Sub-Clause 14.1(b):</p>
3.3	<p>The supply and/or production capacity of Goods, if applicable, as stated under ITT Sub-Clause 14.(c)</p>
3.4	<p>Number of completed supply contracts in the supply of similar goods and related services of required value within the period mentioned in TDS as stated under ITT Sub-Clause 15.1(a):</p> <ul style="list-style-type: none"> ▪ Number of Contracts: ▪ Value of the Contracts: ▪ Period of the Contract:
3.5	<p>Available liquid assets or working capital or credit facility in accordance with ITT Clause 15.1(b)</p>

Price Schedule for Goods (Form PG3-3A)

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, if any) AND DELIVERY SCHEDULE

1	2	3	3	4	5	6	7	8
Item No .	Description Of Item	Country of Origin	Unit of Measurement	Qty Of units Required	Unit price	Total price (col. 4 × 5)	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
					(Note1)		(Note2)	

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

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

Signature:	<i>[insert signature of authorised 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 authorised to sign the Tender for and on behalf of the Tenderer	

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

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>

B: PRICE OF RELATED SERVICES (Including incidental services, if any) AND COMPLETION SCHEDULE

1	2	3	3	4	5	6	7	
Item No .	Description Of Item	Country of Origin	Unit of Measurement	Qty Of units Required	Unit price	Total price (col. 4 × 5)	Point of Completion as per Schedule of Requirement	Completion Schedule Offered as per Schedule of Requirement

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

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

Signature:

<i>[insert signature of authorised 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 authorised to sign the Tender for and on behalf of the Tenderer

Specifications Submission and Compliance Sheet (Form PG3-4)

Invitation for Tender No:
Tender Package No:

Date:
Package Description: *[enter description as specified in Section 6]*
Lot Description: *[enter description as specified in Section 6]*

Tender Lot No:

Item No.	Name of Goods or Related Service	Country of Origin	Make and Model (<i>when applicable</i>)	Full Technical Specifications and Standards
1	2	3	4	5
	FOR GOODS			Note 1
	FOR RELATED SERVICES			

[The Tenderer should complete all the columns as required]

Signature:

<i>[insert signature of authorised 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 authorised to sign the Tender for and on behalf of the Tenderer

Manufacturer's Authorisation Letter (Form PG3 - 5)

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its tender, if so indicated in the TDS as stated under ITT Sub-Clause 26.1(b)]

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No:	
To: Name and address of Procuring Entity]	

WHEREAS

We *[insert complete name of Manufacturer]*,

who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby

authorize *[insert complete name of Tenderer]* to supply the following Goods, manufactured by us *[insert name and or brief description of the Goods]*.

We hereby extend our full guarantee and warranty as stated under GCC Clause 33 of the General Conditions of Contract, with respect to the Goods offered by the above Tenderer.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Address: *[insert full address including Fax and e-mail]*

Title: *[insert title]*

Date: *[insert date of signing]*

Bank Guarantee for Tender Security (Form PG3 – 6)

[this is the format for the Tender Security to be issued by a scheduled bank of Bangladesh as stated under ITT Clauses 29 and 30]

Invitation for Tender No:

Date:

Tender Package No:

Tender Lot No:

To:

[Name and address of Procuring Entity]

TENDER GUARANTEE No:

We have been informed that *[insert name of Tenderer]* (hereinafter called “the Tenderer”) intends to submit to you its Tender dated *[insert date of Tender]* (hereinafter called “the Tender”) for the supply of *[description of goods and related services]* under the above Invitation for Tenders (hereinafter called “the IFT”).

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Bank Guarantee for Tender Security .

At the request of the Tenderer, we *[insert name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk*[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security ; or
- b. refused to accept the Notification of Award (NOA) within the period as stated under Instructions to Tenderers (ITT) ; or
- c. failed to furnish Performance Security within the period as stipulated in the NOA; or
- d. refused to sign the Contract Agreement by the time specified in the NOA; or
- e. did not accept the correction of the Tender price following the correction of the arithmetic errors in accordance with the ITT; or

This guarantee will expire:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copies of the contract signed by the Tenderer and the Performance Security issued to you in accordance with the ITT; or

(b) if the Tenderer is not the successful Tenderer, twenty eight (28) days after the expiration of the Tenderer's Tender validity period, being [*date of expiration of the Tender validity plus twenty eight(28) days*]

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Seal

Notification of Award (Form PG3 - 7)

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) days of its issuance pursuant to ITT Sub-Clause 59.3
- ii. furnish a Performance Security in the specified format and in the amount of Tk*[state amount in figures and words]*, within Seven (07) days of acceptance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 61.2
- iii. sign the Contract within seven (07) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 64.2

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

Date:

Contract Agreement (Form PG3 - 8)

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) Particular Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Technical Specifications;
 - (g) Drawings;
 - (h) Price Schedules and Schedule of Requirements and;
 - (i) other document including correspondences listed in the PCC forming part of the Contract
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

Bank Guarantee for Performance Security (Form PG3 – 9)

[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Sub-Clause 61.1]

Contract No:

Date:

To:

[Name and address of Procuring Entity]

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

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

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

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

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

[Signatures of authorized representatives of the bank]

Signature

Seal

Bank Guarantee for Advance Payment (Form PG3 – 10)

[this is the format for the Advance Payment Security to be issued by a scheduled bank of Bangladesh in accordance with GCC Clause 27.1]

Contract No:

Date:

To:

[Name and address of Procuring Entity]

ADVANCE PAYMENT GUARANTEE No:

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

Furthermore, we understand that, according to your Particular Conditions of Contract Clause 26.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

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

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Procuring Entity and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

[Signatures of authorized representatives of the bank]

Signature

Seal

Section 6. Schedule of Requirements

Invitation for Tender No: 1/2016-2017
Tender Package No: 1/2016-17

Date 02/12/2016

A. List of Goods and Delivery Schedule

*This Section provides the List of Goods and Delivery Schedule and List of Related Services and Completion Schedule and must be carefully prepared by a Procuring Entity for each object of procurement
The Procuring Entity may include the delivery of a limited supply of fast-moving and/or hard-to-find spare parts in this Schedule of Requirement. This is to ensure the continued use or operation of the equipment.*

When completing Form PG3-2 the Tenderer shall quote prices and contract delivery dates for each item against each lot and show each Lot separately, as specified in the List of Goods and Delivery Schedule.)

Item No.	Description of Item	Unit of Supply	Quantity of Units required	Point of Delivery	Date Required (in weeks/months)
1	2	3	4	5	6
	Procuring Entity's Option for delivery terms is:				<i>[note 1]</i>
	As per Section 7	As per Bill of Materials in Section 7	As per Section 7	Bangladesh Supreme Court, Dhaka,	As per Invitation for tender

Note 1: The Procuring Entity must specify the option from which the delivery required will start:

- a. from date of notification of contract award, or
- b. from date of contract signature.

e.g. In Column 6 if the delivery required is **03 weeks from date of Notification of contract** award, then type in (a); if the delivery required is 03 weeks from date of contract signature type in (b), etc. Each item of each lot should have the delivery date.

B. List of Related Services and Completion Schedule

Notes on Related Services	
<p><i>The Procuring Entity shall clearly specify the Related services/Incidental services, other than inland transportation and other services required to convey the Goods to their final destination, in this Schedule of requirement. In particular, these services may refer to any of the following but not limited to:</i></p>	
(a)	<i>performance or supervision of on-site assembly and/or start-up of the supplied GOODS;</i>
(b)	<i>furnishing of tools required for assembly and/or maintenance of the supplied GOODS;</i>
(c)	<i>furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied GOODS;</i>
(d)	<i>performance or supervision or maintenance and/or repair of the supplied GOODS, for a period of time as specified, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</i>
(e)	<i>training of the PROCURING ENTITY's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied GOODS</i>

When completing Form PG3-2 the Tenderer shall quote prices and Completion date for services for each item against each lot

Item No.	Description of Related Services	Unit of Supply	Quantity of Units Required	Point at which Services are required	Required Completion Date for Services
1	2	3	4	5	6
	Procuring Entity's Option for delivery terms is:				<i>note 1 b</i>
Lot No 1: [enter description]					
		<i>As per Specification</i>	<i>As per Specification</i>		Note 1 (b)

Note 1: The Procuring Entity must specify the option from which the completion of services will start:

- (a) from date of notification of contract award, or
- (b) from date of contract signature

e.g. In Column 6 if the completion required is **03 weeks** from date of Notification of contract award, then type in (a); if the completion required is **03 weeks** from date of contract signature type in (b), etc. Each item of each lot should have the completion date.

Note 2: The Procuring Entity must decide whether there is a separate unit of supply and quantity of units, otherwise may specify ONE (1) in both columns or LUMP SUM in Column 4

Section 7. Technical Specifications

Notes on Drawings

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

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

The Goods and Related Services shall comply with following Technical Specifications:

Section - 7

Technical Particulars

Lot 1

Item 1: Seminar/ Official Bag**Quantity: 1600 nos**

Sl. No.	Item Description	Technical Specification
1.	Brand Name	Any International reputed Brand.
2.	Country of origin	EU/ USA/ China/ Taiwan/ Thailand/ Vietnam
3.	Country of Manufacture	EU/ USA/ China/ Taiwan/ Thailand/ Vietnam
4.	Model No.	To be specified by the bidder
5.	Bag Type	Casual office / Laptop carry bag
6.	No. of Compartment	Min. 4 (All compartment will be zipper)
7.	Backpack	Adjustable backpack straps
8.	Color	Black/ Coffee/ Gray
9.	Dimension	17”X12”X4” (Approx.)
10.	Weight	Min. 1 kg
11.	Carry Handle	Top carry handle, side carry handle & adjustable strap system for shoulder
12.	Material	High quality polyester and PVC Fabric
13.	Front Zip Pocket	One front zip pocket (zipper rounded with good quality rexine)
14.	Other description	Brand name will be in front of bag, zipper will be same brand as bag brand.
15.	Laptop Protection	Protected by Skooba Roadwired Sleeve