



GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
MINISTRY OF PUBLIC ADMINISTRATION
DEPARTMENT OF PRINTING AND PUBLICATIONS
GOVERNMENT PRINTING PRESS
123, SHAHEED TAJ UDDIN AHMED SARANI,
TEJGAON I/A, DHAKA-1208.

TENDER DOCUMENT

(International)

for

The Procurement of Supply, Installation, Testing, Commissioning and Implementation of 01 Unit Automatic Paper Gathering Machine (20 Station) on CPT, ICD, KAMALAPUR, DHAKA BASIS.

Invitation for Tender No: 05.83.0000.010.07.001.2024-2025/441

Issued on: 12-01-2025

PACKAGE NO- GPP-24/2024-2025, Lot No. 01

Name of the Purchaser:

(Dr. Mohammad Mofizur Rahman)

Deputy Director

Government Printing Press

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Government of the People's Republic of Bangladesh
GOVERNMENT PRINTING PRESS
DEPARTMENT OF PRINTING & PUBLICATION
(MINISTRY OF PUBLIC ADMINISTRATION)
TEJGAON I/A, DHAKA-1208.

Tender No. 05.83.0000.010.07.001.2024-2025/441

Date: 12-01-2025

“International Tender Notice”

Sealed tenders are hereby invited from the Manufacture/Principal/Local Agent for purchase of the following items for Government Printing Press (GP Press). The tender documents should be read and filled up carefully, so that the offered package complies with the tender documents. Conditional or alternative offer shall not be evaluated

1	Ministry/Division	Ministry of Public Administration.
2	Agency/Department	Department of Printing & Publication, Tejgaon, Dhaka-1208.
3	Office of Procuring Entity	Government Printing Press, Tejgaon, Dhaka-1208.
4	Name of Procuring Entity	Deputy Director, Government Printing Press, Tejgaon, Dhaka. -1208.
5	Procuring entity District	Dhaka, Bangladesh
6	Procuring Entity Code	Not used at present
7	Invitation for	Goods
8	Invitation for Re-Tenders Ref. No.	05.83.0000.010.07.001.2024-2025/441
9	Issue Date	12-01-2025
KEY INFORMATION:		
10	Procurement Method	ICT, Open Tendering Method
FUNDING INFORMATION:		
11	Budget and Source of Fund	Revenue Budget (GOB). Ministry of Public Administration, Government of the People's Republic of Bangladesh
12	Development Partner	N/A
PARTICULAR INFORMATION:		
13	Tender Package No.	GPP-24/2024-2025
14	Tender Package Name	Supply, Installation, Testing, confirming of operation and Implementation of Package No: GPP-24/2024-2025, Lot-1= 01 Unit Automatic Paper Gathering Machine (20 Station).
15	Tender Publication date	13/01/2025 (Office working time).
16	Tender last selling date & time	24/02/2025 (Office working time).
17	Tender submission date & time	25/02/2025 up to 1:00 P.M
18	Tender Opening date & time	25/02/2025 at 3:00 P.M
19	Selling Tender Document (Principal)	Government Printing Press, Tejgaon, Dhaka-1208.
20	Name and address of the offices for selling the Tender Document.	1) Director General, Department of Printing and Publications, Tejgaon, Dhaka 2) Deputy Director, Bangladesh Government Press, Tejgaon, Dhaka-1208. 3) Deputy Director, Bangladesh Security Printing Press, Tejgaon, Dhaka. 4) Deputy Director, Bangladesh Forms and Publication Office, Tejgaon, Dhaka. 5) Deputy Director, Bangladesh Stationery Office, Tejgaon, Dhaka. 6) If any interested firm desires to participate to above items or any item can download the "Tender Document" from the website www.gppress.gov.bd The firm will have to submit the cost of Tender Document' through Pay Order/Bank Draft from any schedule Bank in favour of Deputy Director, Government Printing Press along with the tender offer.
21	Name and address of the offices for receiving of Tender Document.	1) Director General, Department of Printing and Publications, Tejgaon, Dhaka. 2) Divisional Commissioner Office, Segunbagicha, Dhaka-1000. 3) Deputy Secretary, Printing Section, Ministry of Public Administration, Bangladesh Secretariat, Bhaban No-2, Room No-103 (1 st floor), Dhaka. 4) Deputy Director Bangladesh Government Press, Tejgaon, Dhaka-1208. 5) Deputy Director, Government Printing Press Tejgaon, Dhaka-1208. 6) Deputy Director, Bangladesh Security Printing Press, Tejgaon, Dhaka-1208.


		7) Deputy Director, Bangladesh Forms and Publication Office, Tejgaon, Dhaka. 8) Deputy Director, Bangladesh Stationery Office, Tejgaon, Dhaka.			
22	Place of Opening Tender Document	Government Printing press, Tejgaon, Dhaka-1208.			
23	Place/Date and Time for Pre-Tender Meeting	N/A			
24	Place/Date/Time of Tender Meeting (Optional)	N/A			
INFORMATION FOR TENDER:					
25	Eligibility of Tender	As Per STD			
26	Goods or works description	Supply, Installation, Testing, confirming of operation and Implementation of Package No: GPP-24/2024-2025, Lot-1= 01 Unit Automatic Paper Gathering Machine (20 Station)			
27	Related services description	Safety supply and installation of the machines and other related equipment, testing and confirming of operation, proper and adequate training of operators and other related persons.			
28	Tender Package No.	Tender Identification	Tender Document Price (Non-Refundable)	Tender Security Amount (Refundable)	Completion Time
	GPP-24/2024-2025	Supply, Installation, Testing, confirming of operation and Implementation of Package No: GPP-24/2024-2025, Lot-1= 01 Unit Automatic Paper Gathering Machine (20 Station).	BDT. 5,000.00 (Five Thousand)	BDT. 10,00,000.00 (Ten Lac) or Equivalent USD/ EURO/GBP/YEN	180 Days
29	Tender Validity Period	120 days			
PROCURER ENTITY DETAILS:					
30	Name of Official Inviting Tender	Dr. Mohammad Mofizur Rahman			
31	Designation of Official Inviting Tender	Deputy Director of Government Printing press, Tejgaon, Dhaka-1208.			
32	Address of Official Inviting Tender	Government Printing press, Tejgaon, Dhaka-1208.			
33	Contact Details of the Official	Phone: + 88-02-226603216	Fax No: No	e-mail: dd.gpp@dpp.gov.bd	

N. B. Full specification and other terms and conditions are as per Schedule.

Special terms and Conditions:

- In case of unavoidable circumstances, if the total transports and communications systems are disrupted on the date of receiving & opening the tender, the same will be received and opened on the next following office working day.
- The Tenderers should quote their unit price (Per Unit) and total price in the schedule both in words and Figures in USD/EURO/GBP/Japanese Yen that will be calculated on the basis of prevailing bank rate of 25/02/2025.
- The Tenderers should submit their offer in the letter head pad duly filled & signed (every page of the schedule) by Manufacturer/Principal in sealed envelope address to the Deputy Director, Government Printing Press, Tejgaon, Dhaka-1208. Papers related to the Local Agent and the Schedule may be signed by Manufacturer/Principal/Local Agent (with prior permission of Manufacturer/Principal).

Website: www.dpp.gov.bd/gpp


 (Dr. Mohammad Mofizur Rahman)
 Deputy Director
 Government Printing Press
 Tejgaon, Dhaka-1208.
 Phone: + 88-02-226603216
 e-mail: dd.gpp@dpp.gov.bd

Section 1. Instructions to Tenderers

A. General

1. Scope of Tender

1.1 The Purchaser named in the Tender Data Sheet (TDS) (hereinafter referred to as the "Purchaser") wishes to issues this 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. Interpretati on

2.1 Throughout this Tender Document

- (a) the term "in writing" means communication written by hand or machine duly signed and includes properly
- (b) if the context so requires, singular means plural and authenticated messages by facsimile or electronic mail; vice versa; and
- (c) "day" means calendar days unless otherwise specified as working days;
- (d) "Person" means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;
- (e) "Tenderer" means a Person who submits a Tender;
- (f) "Tender Document", means the Document provided by a Purchaser to a Tenderer as a basis for preparation of its Tender;
- (g) "Tender ", depending on the context, means a Tender submitted by a Tenderer for delivery of Goods and Related Services to a Purchaser in response to an Invitation for Tender;

3. Source of Funds

3.1 The Purchaser 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 Purchaser under Government budget, or loan, grants and credits placed at the disposal of a Purchaser 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 Purchaser 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 Purchaser 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 Purchaser, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Purchaser 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.

(e) **"obstructive practice"** (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.



4.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, 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 Purchaser 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 Purchaser against any Tenderer alleged to have carried out such practices, the Purchaser 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 Purchaser.

5.4 Tenderers shall have the legal capacity to enter into the Contract. A Tenderer that is under a declaration of ineligibility by the Government of Bangladesh in accordance with applicable laws at the date of the deadline for Tender submission or thereafter shall be disqualified.



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 Tenderers in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive practices as stated under ITT Sub Clause 4.3 (or obstructive practice, in case of Development Partner) in relation to the Development Partner's Regulation/Guidelines in projects financed by Development Partner.

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 Tenderers are not under a declaration of ineligibility by an international financing agency such as World Bank, Asian Development Bank or any other international agency.

5.9 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.

5.10 Tenderers 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. In the case of foreign Tenderers, a certificate of competent authority in that country of which the Tenderer is citizen shall be provided.

5.11 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser will reasonably request.

5.12 These requirements for eligibility will extend, as applicable, to Sub-contractor proposed by the Tenderer.

**6. Eligible
Goods and
Related
Services**

6.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.

6.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, and commissioning, training, and initial maintenance.

6.3 For purposes of this clause, "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

6.4 The origin of goods and services is distinct from the nationality of the Tenderer. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

7. Site Visit

7.1 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 Purchaser 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 Purchaser shall reject any Tender if the Tender Document was not purchased directly from the Purchaser, 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 Purchaser in writing at the Purchaser's address indicated in the TDS before **two-third** of time allowed for preparation and submission of Tender elapses.

9.2 A Purchaser is not obliged to answer any clarification received after that date requested under ITT Sub-Clause 9.1.

9.3 The Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser exclusively through the issue of an Addendum 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 Purchaser 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.

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 Purchaser 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.

11.6 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser 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 Purchaser 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 seven (7) days.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' followed by a horizontal line extending to the right.

C. Qualification Criteria

- 12. General Criteria**
- 12.1 The Purchaser 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 Tenderers shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
- (a) A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;
 - (b) Specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least a number of contract(s) and, each with a minimum value, over the period, as specified in TDS; and
 - (c) A minimum supply and/or production capacity of Goods as specified in the TDS.
- 15. Financial Criteria**
- 15.1 Tenderers shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
- 15.2 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 PG4-2A for submission with tender.

16.6 If the Purchaser 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.

18. Cost of Tendering

18.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser 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 Purchaser, 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 with 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 Purchaser 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 Tenders shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

20.2 Tenderers 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 PG4-1) as furnished in Section 5 : Tender and Contract Forms;
- (b) Tenderer information sheet (Form PG4-2) and Subcontractor Information (Form PG4-2A) as furnished in Section 5: Tender and Contract Forms;
- (c) The completed Price Schedule for Goods and Related Services (Form PG4-3A, 3B, 3C and PG4-3D) 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 PG4-4) 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 PG4-1), 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 Purchaser 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 Purchaser 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. In the case of foreign Tenderers, a certificate of competent authority in that country of which the Tenderer is citizen shall be provided;
- (l) Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh or in case of foreign tenderer in their country of origin or a certificate concerning their competency issued by a professional institution in accordance with the law of the country of their origin, 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 PG4-3B, 3C and PG4-3D) as, applicable, 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.

21.2 The Tenderer shall submit the Tender Submission Letter (Form PG4-1) as furnished in Section 5: Tender and Contract Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

21.3 The Tenderer shall submit the completed Price Schedule for Goods and Related Services (Form PG4-3A, 3B, 3C and PG4-3D), according to their origin as appropriate as furnished in section 5: Tender and Contract Forms.

22. Alternatives

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

23. Tender Prices, Discounts

23.1 The prices and discounts quoted by the Tenderer in the Tender Submission Letter (Form PG4-1) and in the Price Schedule (Form PG4-3A, 3B, 3C and PG4-3D) 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 PG4-3A, 3B, 3C and PG4-3D as applicable.

23.3 Tenders are being invited either for 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.

23.5 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



23.6 A Lot Tender not offering minimum number of items of those being priced based on percentage of the total number of items, and, the corresponding minimum value based on percentage of the total lot value, as specified in the ITT Sub-Clause 23.5 shall also be considered non-responsive.

23.7 Subject to ITT Sub-Clause 23.5, a Lot tender not offering a particular item which represents more than fifty percent (50%) of the estimated lot value identified by the Purchaser 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 23.5, shall be considered non-responsive.

23.8 The price to be quoted in Tender Submission Letter (Form PG4-1) shall be the total price of the Tender for single lot, by the Tenderer

23.9 a) Tenderers shall quote any unconditional discount in the Tender Submission Letter as stated under ITT Sub Clause 23.9 (b);
b) Tenderers wishing to offer any unconditional discount shall be equally applicable on all the items of price schedule after arithmetical correction.

23.10 Prices shall be quoted as specified in each Price Schedule (Form PG4-3A, 3B, 3C and PG4-3D) as applicable. The disaggregation of price components is required solely for the purpose of facilitating the comparison of tenders by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

23.11 For Goods, manufactured within Bangladesh, the prices in the Price schedule (Form PG4-3A) shall be entered separately in the following manner:

(a) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and import vat and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(b) VAT payable on account of supplier, if the contract is awarded; and

(c) the price for inland transportation, insurance, and other local costs for the delivery of the Goods to their final destination (Project Site) specified in the TDS.



23.12 For Goods, manufactured outside Bangladesh, to be imported, the prices in the Price schedule (Form PG4-3B) shall be entered separately in the following manner:

(a) the price of the Goods, quoted CIP (named place of destination, in the Bangladesh) or CIF (named port of destination, in Bangladesh) as specified in the TDS;

(b) VAT payable on account of supplier, if the contract is awarded; and

(c) the price for inland transportation, insurance, and other local costs for the delivery of the Goods to their final destination (Project Site) specified in the TDS;

(d) in addition to the CIP/CIF prices specified in 23.12(a) above, the price of the Goods to be imported may be quoted in other INCOTERM and shall be governed by the rules prescribed in the current edition of INCOTERM published by the International Chamber of Commerce, Paris, if so specified in the TDS;

23.13 For Goods, manufactured outside Bangladesh, already imported, the prices in the Price schedule (Form PG4-3C) shall be entered separately in the following manner:

(a) the price of the Goods, including the original import value of the Goods; plus, any mark-up; plus, any other related local cost, and custom duties, import VAT and other import taxes already paid on the Goods already imported.

(b) the custom duties, import VAT and other import taxes already paid (need to be supported with documentary evidence) on the Goods already imported;

(c) the price of the Goods, obtained as the difference between (a) and (b) above;

(d) VAT payable on account of supplier, if the contract is awarded; and

(e) the price for inland transportation, insurance, and other local costs for the delivery of the Goods to their final destination (Project Site) specified in the TDS.

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been paid. For clarity the tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

23.14 for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the prices in the price schedule (Form PG4-3D) shall be entered in the following manner:

(a) the price of each item comprising the Related Services (inclusive of any applicable taxes).

**24. Tender
Currency**

24.1 For expenditures that will be incurred in Bangladesh, the Tenderer shall quote the prices in Bangladeshi Taka (BDT).

24.2 Suppliers offering Goods manufactured or assembled in Bangladesh, are permitted to submit their Tender in a combination of local and foreign currencies.

24.3 For expenditures that will be incurred outside Bangladesh, the Tenderer may quote the prices in USD or GBP or EUR or JPY as specified in TDS.

**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 Purchaser; and

(c) an item-by-item commentary on the Purchaser'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 Purchaser'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 PG4-5) 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.

(d) adequacy of minimum liquid assets i.e. working capital substantiated by Audit Reports or Bank Statement or credit line(s) substantiated in the format as specified (**Form PG4-6A**), without alteration as stated under ITT Sub Clause 15.1(a);

**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 Purchaser, as stated under ITT Clause 36. A Tender valid for a period shorter than that specified will be rejected by the Purchaser 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 Purchaser 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 Purchaser and the responses from the Tenderers will be made in writing.

28.4 Tenderers consenting in writing to the request made by the Purchaser 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 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 Purchaser 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.

29.2 The Tenderer shall furnish as part of its Tender, in favour of the Purchaser 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 and currency as specified in TDS, if so indicated that the Tenders are invited on lot-by-lot basis under ITT Sub Clause 23.3

30. Form of Tender security

30.1 The Tender Security shall be in the form of an irrevocable bank guarantee issued by an internationally reputable bank and shall require to be endorsed by its any correspondent bank located in Bangladesh, to make it enforceable, in the format (Form PG4-6) furnished in Section 5: Tender and Contract Forms;

30.2 be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Clause 33 being invoked; and

30.3 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 Purchaser 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 Purchaser 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 Purchaser.

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 Purchaser 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 62.3, pursuant to Rule 102 of the Public Procurement Rules 2008; or

(c) fails to furnish performance security as stated under ITT Sub-Clause 63.2, pursuant to Rule 102 of the Public Procurement Rules 2008; or

(d) refuses to sign the Contract as stated under ITT Sub-Clause 67.2 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 PG4-1).

A handwritten signature in black ink, consisting of a stylized, cursive script that is difficult to decipher but appears to be a personal name or initials.

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.

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 Purchaser 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 Purchaser.

35.6 The Purchaser will, on request, provide the Tenderer with a receipt showing the date and time when it's Tender was received.

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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 Purchaser at the address specified in the TDS and no later than the date and time specified in the TDS.

36.2 The Purchaser 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 Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.

37. Late tender

37.1 Any Tender received by the Purchaser 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 (the power of attorney), 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 Purchaser prior to the deadline for submission of Tenders as stated under ITT Sub-Clause 36.1.

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".

A handwritten signature in black ink, consisting of a stylized, cursive letter 'J' followed by a horizontal line extending to the right.

42. Tender Opening

F. Tender Opening and Evaluation

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 in public immediately after the deadline for submission of Tenders at the place, date and time as specified in the TDS but no later than **ONE HOUR** after expiry of the submission deadline. 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 authorized 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 Purchaser 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 Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser'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 PG4-1), 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 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 PG4-1) 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 'WITHDRAWAL' and 'SUBSTITUTION of' or MODIFICATION to, the corresponding Tender is proper and authentic, if the tender is "WITHDRAWN", "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 & 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 PG4-3B, 3C and PG4-3D) 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 PG4-4) 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 Purchaser'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 Purchaser in the evaluation of the Tender, as sated 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 Purchaser 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 Purchaser 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.

48.5 Information relating to the examination, evaluation, comparison, and post qualification of the tender or contract award, shall not be disclosed to tenderers or any other persons not officially concerned with such process.

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.

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. Conversion to Single Currency

50.1 For evaluation and comparison purpose, TEC shall convert all Tender prices expressed in the amounts in various currencies into an amount in Bangladeshi BDT currency, using the selling exchange rates established by the Bangladesh Bank, on the date of Tender opening.

51. Domestic Preference

51.1 **Domestic preference** shall be a factor in tender evaluation, unless otherwise specified in the TDS

51.2 If domestic preference shall be a tender-evaluation factor, the Purchaser will grant a margin of fifteen percent (15%) domestic preference to Goods manufactured in Bangladesh during the evaluation of its Tender while comparing the same with those of other Tenderers under the classification set out in ITT Sub-Clause 51.3. The evaluation will be carried out in accordance with the provisions set out in ITT Clause 54.

51.3 Tenders will be classified in one of two groups, as follows:

(a) **Group A:** Tender offering goods manufactured in Bangladesh, for which:

(i) labour, raw materials, and components from within the Bangladesh account for more than thirty (30) percent of the EXW price; and

(ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of tender submission.

(b) **Group B:** Tenders offering Goods manufactured outside Bangladesh that have been already imported or that will be imported.

51.4 To facilitate this classification by the Tenderer, the Tenderer shall complete whichever Form of the Price Schedule furnished in the Tender Document is appropriate.



52. Financial Evaluation

51.5 Completion of an inappropriate Form of the Price Schedule by the Tenderer shall not result in rejection of its tender, but merely in the Purchaser's reclassification of the tenderer into its appropriate tender group.

52.1 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 in the Tender Document.

52.2 To evaluate a Tender in this stage, the Purchaser shall consider the following:

(a) Verification and examination of the Price Schedule for Goods and Related Services (Form PG4-3A, 3B, 3C and PG4-3D) as furnished by the Tenderer and checking the compliance with the instructions provided under ITT Clause 23;

(b) Evaluation will be done for Items or lot by lot as stated under ITT Clause 23 and the Total Tender Price as quoted in accordance with 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 discount as stated under ITT Sub-Clauses 23.8, 23.9 and 52.3;

(f) Adjustment due to the application of economic factors of evaluation as stated under ITT Sub-Clause 52.5 if any;

(g) Adjustment due to the assessment of the price of unpriced items as stated under ITT Clause 53 if any;

(h) Adjustment due to the application of a margin of preference (domestic preference), in accordance with ITT Clause 54 if applicable

52.3 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 23.5 and 23.6. 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 Purchaser, considering discounts and the methodology for its application as stated under ITT Sub-clauses 23.8 and 23.9 offered by the Tenderer in its Tender.

52.4 Only those spare parts and tools which are specified as a item in the List of Goods and Related Services in Section 6, Schedule of Requirement or adjustment as stated under ITT Sub-clause 52.5, 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.

52.5 The Purchaser'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. The applicable economic factors, for the purposes of evaluation of Tenders shall be:

- (a) Adjustment for Deviations in the Delivery and Completion Schedule
- (b) Cost of major replacement components, mandatory spare parts, and service

52.6 Variations, deviations, and alternatives and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Tender evaluation.

53. Assessing the Price of Unpriced Items

53.1 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 23.5, 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.

53.2 If the winning lot is missing some items as stated under ITT Sub Clause 53.1, comprising less than twenty percent (20%), the Purchaser may procure the missing items from the Tenderer offering the least cost for those remaining items.

54. Evaluation of Domestic Preference

54.1 If the Tender document so specifies, the Tenderer will grant a margin preference to goods manufactured in Bangladesh as stated in ITT Clause 51 for the purpose of Tender comparison, in accordance with the procedure outlined below:

54.2 The Purchaser will first review the tenders to confirm the appropriateness of, and to modify as necessary, the tenderer group classification to which Tenderers assigned their tenders in preparing their Tender Forms and Price Schedules.



54.3 All evaluated tenders in each group will then be compared to determine the lowest evaluated tender of each group. Such lowest evaluated tenders shall be compared with each other and if as a result of this comparison a tenderer from Group A and the Tenders offering Goods manufactured in Bangladesh is the lowest, it shall be selected for the award.

54.4 If, as a result of the preceding comparison, the lowest evaluated tender is from Group B,

(a) all Group B tenders will then be further compared with the lowest evaluated tender from Group A, after adding to the evaluated tender price of goods offered in the tender for Group B, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIF/CIP (named place of destination or named port of destination) tender price.

(b) The lowest-evaluated tender determined from this last comparison shall be selected for the award.

55. Price Comparison

55.1 The TEC shall compare all responsive Tenders to determine the lowest-evaluated Tender, as stated under ITT Clause 54.

55.2 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the Purchaser shall be selected, whereby factors such as delivery period, quality of Goods delivered, complaints history and performance indicators could be taken into consideration.

55.3 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 Purchaser, then the Tenderer shall be selected, subject to firm confirmation through the post-qualification process described in ITT Clause 57, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.

55.4 The successful Tenderer as stated under ITT Sub Clauses 55.1, 55.2 and 55.3 shall not be selected through lottery under any circumstances.

56. Negotiation

56.1 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.

57. Post-qualification

57.1 After determining the lowest-evaluated responsive tender as stated under ITT Sub-Clause 55.1, the Purchaser'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.

57.2 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.

57.3 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.

57.4 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.

57.5 The objective of any visit under ITT Sub-Clause 57.3 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).

57.6 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 Purchaser;

(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 Purchaser 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.

58. Rejection of All Tenders

58.1 The Purchaser may, in the circumstances as stated under ITT Sub-Clause 58.2 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 Purchaser.

58.2 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.

58.3 Notwithstanding anything contained in ITT Sub-Clause 58.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.

58.4 A Purchaser may pursuant to Rule 35 of the Public Procurement Rules, 2008, on justifiable grounds, annul the Procurement proceedings prior to the deadline for the submission of Tenders.

58.5 All Tenders received by the Purchaser shall be returned unopened to the Tenderers in the event Procurement proceedings are annulled under ITT Sub-Clause 58.4.

**59. Informing
Reasons for
Rejection**

59.1 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 Purchaser to all Tenderers and, the Purchaser 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).

A handwritten signature in black ink, consisting of a stylized initial 'J' or 'G' followed by a long horizontal stroke that curves upwards at the end.

G. Contract Award

60. Award Criteria

60.1 The Purchaser 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 57.

60.2 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.

61. Purchaser's Right to Vary Quantities

61.1 The Purchaser 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.

62. Notification of Award

62.1 Prior to the expiry of the Tender validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the Purchaser pursuant to Rule 102 of the Public procurement Rules, 2008, shall issue the Notification of Award (NOA) to the successful Tenderer

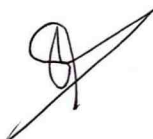
62.2 The Notification of Award, attaching the contract as per the sample (Form PG4-7) to be signed, shall state:

- (a) the acceptance of the Tender by the Purchaser;
- (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.

62.3 The Notification of Award shall be accepted in writing by the successful Tenderer within seven (7) working days from the date of issuance of NOA.

62.4 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.

62.5 The Notification of Award establishes a Contract between the Purchaser 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 Purchaser and the successful Tenderer.



63. Performance Security

63.1 The Performance Security shall be determined sufficient to protect the performance of the Contract pursuant to Rule 27 of the Public Procurement Rules, 2008.

63.2 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 pursuant to Rule 102 (8) of the Public Procurement Rules, 2008.

63.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

64. Form and Time Limit for furnishing of Performance security

64.1 The Performance Security shall be in the form of irrevocable Bank Guarantee in the format (Form PG4-9) as stated under ITT Clause 63, shall be issued by an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable pursuant to Rule 27(4) of the Public Procurement Rules, 2008.

64.2 Within twenty-eight (28) days from issue of the Notification of Award, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount specified under ITT Sub Clause 63.2.

65. Validity of Performance Security

65.1 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.

65.2 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.

66. Authenticity of performance Security

66.1 The Purchaser 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 irrevocable Bank Guarantee in specified format.

66.2 If the Performance Security submitted under ITT Sub Clause 63.2 is not found to be authentic, the Purchaser 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.

67. Contract Signing

67.1 At the same time as the Purchaser issues the Notification of Award, the Purchaser 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.

67.2 Within twenty-eight (28) days of the issuance of Notification of Award, the successful Tenderer and the Purchaser shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.



67.3 If the successful Tenderer fails to provide the required Performance Security, as stated under ITT Clause 63 or to sign the Contract, as stated under ITT Sub-Clause 67.2, Purchaser 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.

68. Publication of Notification of Award of Contract

68.1 Notification of Awards for Contracts of BDT 10(ten) million and above shall be notified by the Purchaser 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.

68.2 Notification of Award for Contracts below BDT 10(ten) million, shall be published by the Purchaser on its Notice Board and where applicable on the website of the Purchaser and that notice shall be kept posted for not less than a month pursuant to Rule 37 of the Public Procurement Rules, 2008..

69. Debriefing of Tenderers

69.1 Debriefing of Tenderers by Purchaser 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.

69.2 In the case of debriefing confidentiality of the evaluation process shall be maintained.

70. Right to Complain

70.1 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 Purchaser 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.

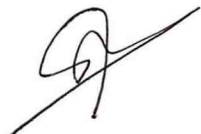
70.2 Circumstances in which a formal complaint may be lodged in sequence by a potential Tenderer against a Purchaser pursuant to Rule 56 of the Public Procurement Rules, 2008, and the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008.

70.3 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.

70.4 In the first instance, the potential Tenderer shall submit his or her complaint to the Purchaser who issued the Tender Document.

70.5 The place and address for the first stage in the submission of complaints to the Administrative Authority is provided in the TDS.

70.6 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 70.2.



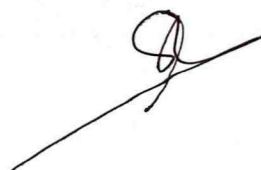
Section 2. Tender Data Sheet

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1.1	<p>The purchaser is: Deputy Director Government Printing Press Tejgaon, Dhaka-1208.</p> <p>The Name and identification number of Tender are: Procurement of Automatic Paper Gathering Machine (20 Station). Package No. GPP-24, Lot No. 01 Invitation Tender Ref. No.: 05.83.0000.010.07.001.2024-2025/441, Issued Date: 12-01-2025</p>
ITT 1.2	<p>The name of the Tender and the number and identification of its constituent lot(s) are: Single Lot</p> <p>Procurement of Automatic Paper Gathering Machine (20 Station).</p> <p>Invitation Tender Ref. No.: 05.83.0000.010.07.001.2024-2025/441, Issued Date: 12-01-2025</p>
ITT 3.1	The Source of public fund is: Government of Bangladesh (Revenue Budget).
ITT 3.3	The name of the Development Partner is: N/A
ITT 5.1	Tenderers from the following countries are not eligible: Israel
ITT 6.1	Goods and Related Services from the following counties are not eligible: Israel



B. Tender Document

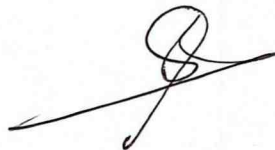
ITT 8.2	<p>The following are the offices of the purchaser or authorized agents for the purpose of providing the Tender Document:</p> <ol style="list-style-type: none">1) Director General, Department of Printing and Publications, Tejgaon, Dhaka.2) Divisional Commissioner Office, Segunbagicha, Dhaka-1000.3) Deputy Secretary, Printing Section, Ministry of Public Administration, Bangladesh Secretariat, Bhaban No-2, Room No-103 (1st floor), Dhaka.4) Deputy Director Bangladesh Government Press, Tejgaon, Dhaka-1208.5) Deputy Director, Government Printing Press Tejgaon, Dhaka-1208.6) Deputy Director, Bangladesh Security Printing Press, Tejgaon, Dhaka-1208.7) Deputy Director, Bangladesh Forms and Publication Office, Tejgaon, Dhaka.8) Deputy Director, Bangladesh Stationery Office, Tejgaon, Dhaka. <p>N.B. Serial No. 2-3 Offices are only for dropping tender, not for selling Tender Document.</p> <p>Tender Schedule will be available in website: www.dpp.gov.bd/gpp The price of the schedule as Pay Order/Bank Draft from any Schedule Bank must be submitted with the tender document in favour of Deputy Director, Government Printing Press, Tejgaon, Dhaka, otherwise tender will be treated as cancelled.</p>
ITT 9.1	<p style="text-align: center;"><u>For Clarification of Tender purposes only, the Purchaser's address is:</u></p> <p>Deputy Director Government Printing Press Tejgaon, Dhaka-1208. Phone: + 88-02-226603216 e-mail: dd.gpp@dpp.gov.bd</p>
ITT 10.1	<p>The Pre -Tender meeting shall be held at: Government Printing Press, Tejgaon, Dhaka-1208</p> <p>Time & Date: The Pre-Tender meeting shall be held: N/A</p>



C. Qualification Criteria	
ITT 13.1	The maximum of arbitration awards against a Tenderer shall be 2(two) over the last 5 (five) years.
ITT 14.1(a)	The Tenderers shall have a minimum 5 (Five) years of Overall Experience in the supply of Printing Machinery and Related services in any Government, Semi-Government Organization & Autonomous body or renowned private organizations in Bangladesh.
ITT 14.1(b)	The minimum specific experience as supplier in supply of Gathering/Folding/Binding/Cutting or any similar Post Printing Machine of at least 03 (Three) to any Government, Semi-Government Organization & Autonomous body or renowned private organizations in Bangladesh at least 02 (Two) Contracts successfully completed within 05 (Five) years, with a value of at least BD. 3,16,00,000 (Three Crore and Sixteen Lac) or equivalent USD/ EURO/GBP/YEN i.e., years counting backward from the date of publication of International Tender in the newspaper. The Tenderers must have past satisfactory completion record/experience of supplying and installation.
ITT 14.1(c)	The minimum supply and/or production capacity of machine per year is: N/A
ITT 15.1(a)	The minimum amount of liquid asset or working capital or credit Facility BD. Tk. 10,00,00,000 (Ten Crore) or equivalent USD/ EURO/GBP/YEN.
ITT 16.2	The maximum of percentage (-----) of Machine allowed to be subcontracted: Not applicable.

D. Preparation of Tender

ITT 21.1 (q)	<p>a. The Tenderer shall submit its Tender with the following additional documents:</p> <ol style="list-style-type: none"> 1) Purchased receipt/Pay Order of Tender Document. 2) Attested copy of Citizen Certificate/National ID Card 3) Attested Passport size Photo 4) Attested copy of updated Trade License (2024-2025) 5) Attested copy of updated Income Tax Certificate 6) Attested copy of Valid 13 digits VAT Registration Certificate 7) Attested copy of BIN Number. 8) Credit commitment certificate from any schedule Bank of Bangladesh on a date within selling & submission date of STD. <p>Tender schedule must be the signature & seal of the bidder/local agent at the bottom of each page.</p>
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ITT 21.1(q)


b. The Tenderer must submit the following document along with the offer:

- 1) Copy of up to date Indenting business Registration Certificate from Chief Controller of Import & Export (CCI&E).
- 2) Copy of ISO/CE/GS certificate.
- 3) Copy of Manufacturer's Original Authorization Certificate and Agent ship agreement Certificate.
- 4) Necessary Documents of experience in the supply of similar machine.
- 5) Bid Document
- 6) Tender Security
- 7) Supplier/Manufacturer's bank details & HS Code must be submitted with the offer for L/C opening.
- 8) Original Printed Brochure/catalogue must be submitted along with the offer showing technical details of quoted High Quality Sheetfed Bi-Color Offset Printing Machine with Automatic perfecting System, Paper Size: 20"x30".
- 9) Foreign Client List of quoted machines must be submitted with the offer.

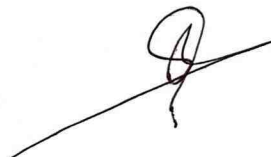
- 10) The Tenderer/Local Agent must be bonafide manufacturer's authorized Sole Agent or Distributor of the quoted machine and Tenderer have to provide documentary evidence confirming the above fact. Sub-Agent's offer will not be acceptable.
- 11) The brand-new machine will have to be supplied with standard accessories complete in all respects for operation and to be supplied from current production. Brand name, manufacturer's name, name of origin, name of manufacturing country, manufacturing year of the machine must be engraved/steal sheet attached on the main body of the machine. No sticker will be accepted.
- 12) Price of the machine must be quoted on CPT, ICD Kamalapur, Dhaka basis showing FOB price, freight charge and local agent's commission separately. Original pro-forma invoice sealed and signed by the manufacturer/supplier to be submitted with offer counter signed by the local agent/supplier with full name and designation. All expenses of insurance, Custom duties (CD/RD/SD/VAT/AIT/ATV), Clearing agent and Carrying charge will be borne by GPP/Procure entity.
- 13) The machine must be installed and handed over by the supplier at consignee's premises on turn-key basis. If any extra accessories and spares are required for the purpose to be supplied by the agent at free of cost. The machine must be handed over to the consignee in perfect running condition. Manufacturer's confirmation in this regard to be submitted with offer.
- 14) The brand-new machine (mentioning date of manufacture) will have to be supplied with standard accessories complete in all respect for operation and to be supplied from current production line.
- 15) The machine must be installed at consignee's premises. If any extra accessories and spares are required for this purpose, it has to be supplied by the local agent/supplier/Manufacturer at free of cost and handed over on turnkey basis in perfect running condition.



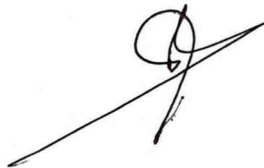
- 16) The Machine must have 02 (Two) years warranty from the date of supply and any parts are required during 02 (Two) years warranty period must be supplied by the supplier/Agent at free of cost within 21 days to keep the machine running condition. Manufacturer's written confirmation in this regard to be submitted with the offer.
- 17) After warranty period, next 5(five) years spare parts and service facilities as and when required must be provided by the tenderer / local agent. In this regard Manufacturer's confirmation to be submitted with the offer.
- 18) Original printed catalogue (in English) showing technical details of quoted Automatic Paper Gathering Machine (20 Station) and related services must be submitted along with offer.
- 19) The supplier/Local agent must have to submit 04(Four) person engineers bio data, copy of their certificate along with their bank salary statement for 01(one) years with counter signed from bank local agent.
- 20) The tenderer must confirm the validity of their offer 30 June 2025 from the date of submission tender supported with their principal/manufacture's confirmation. Tender schedule and documents of Local Agent may be signed by the Local Agent/Tenderer (In case of Local Agent prior permission of principal/manufacture) but the Pro forma Invoice and other guarantee/warranty/spare parts and machine related certificate must be signed by the principal/manufacture.
- 21) The tenderer is to quote their Bangladesh Bank's permission number and CCI & E's registration number in the offer and attested photocopy of the same has to be submitted with offer.
- 22) The offered machine must be shipped from any sea port of the same country of manufacturer/where the machine is being assembled. If there is no seaport in the country of manufacturer/assembling country, neighboring country's seaport will be allowed. Confirmation in this regard to be submitted in the proforma invoice.
- 23) The successful tenderers shall furnish 10% performance guarantee of the total value of the contract from the manufacturer within 28(Twenty-Eight) days from the date of issue of notification of award (NOA) in the form of Bank Guarantee in USD/EURO/GBP/JAPANESE YEN/BD.TK. in favour of Deputy Director, Government Printing Press, Tejgaon, Dhaka-1208. The Bank Guarantee Should be as per prescribed form of this office on Non-Judicial Stamp of Taka 300 (Three hundred) submitted by the tenderer / local agent. The performance guarantee will remain valid up to 02 (Two) years from the date of issue. If the successful Tenderer fails to submit the performance guarantee, the earnest money shall be forfeited. If the supplier fails to supply of machine or the supplied machine is not found as per technical specification and not found suitable for use, the manufacturer must replace the machine within a short period of time (not more than 120 days). Otherwise, the performance guarantee shall be forfeited in respect to PPR-2008 and other legal measures will be taken against the supplier/ manufacturer and local agent.
- 24) Operational manual (English), Standard tools, Parts book (English) & Electric diagram (English) will have to be supplied with the machine.
- 25) The Tenderer / local agent must submit required documents. During evaluation TEC may want to see the original papers in support of genuineness. If any tenderer fails to submit required documents, his offer will be void.



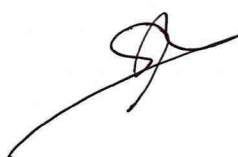
	<p>26) The foreign supplier/beneficiary shall have to pay all foreign bank charges which will include :</p> <p>a) Postal and Cable/swift transmission charges;</p> <p>b) L/C advising and L/C confirmation charges;</p> <p>c) L/C amendment charges;</p> <p>d) Payment commission.</p> <p>27) (a) Partial Shipment is not allowed (b) Transshipment will be allowed at the risk of the supplier.</p> <p>28) Tenderer/Manufacturer/Supplier must oblige all the terms and conditions as well as special instructions of the tender documents. No exception of the submitted specification will be accepted.</p> <p>29) E-mail address, Phone or Mobile and website of the Manufacturer should be mentioned in the offer.</p> <p>30) The tender, as well as correspondence and documents relating to the tender/offer shall be written in English.</p> <p>31) The maximum amount of liquidated damage shall be 10% of the contract value.</p> <p>32) The insurance coverage shall be: The Sadharan Bima Corporation, Branch-Malibagh, Shahjalal Complex, 80A, Siddeswary Circular road, Dhaka will insurer the stores and issue premium bill in the name of the Consignee (Deputy Director, Government Printing press, Tejgaon, Dhaka) who will arranged payment of necessary premium (Provisional/final as the case may be). Sadharan Bima Corporation will issue Cover note/policies in the name of the Consignee's on receipt of premium only. The Insurance should cover risk from beneficiary's warehouse to the consignee's end.</p> <p>33) This purchase will be completed with the approval of the Senior Secretary, Ministry of Public Administration, Dhaka and under PPR-2008.</p> <p>34) After Sales service facilities must be provided by the local agent/Tenderer as and when required by the consignee.</p> <p>35) Guarantee Certificate: Bidders/Principals shall have to submit a guarantee certificate from the actual manufacturer to the effect that 01 Unit of Automatic Paper Gathering Machine (20 Station) to be supplied as per technical specification of Tender Schedule and made of best materials according to the modern manufacturing practice and also suitable to climate condition of Bangladesh.</p> <p>36) The authority reserves the right to accept or reject all Tenders.</p> <p>38) Bidders/Suppliers/Local Agent must submit their tenders/offers with a check list mentioning sequential page numbers.</p> <p>39) The performance security shall be reduced to 5% of the contract price after delivery & acceptance of machine & shall be refundable after 2(Two) years will treated as guarantee.</p>
ITT 22.1	Alternatives: Alternative's offer shall not be permitted.
ITT 23.3	Tenders are being invited for: Single lot
ITT 23.5	Price quoted for the lot shall correspond at least to [100 %] of the item specified for the package No. -GPP-24, Lot No. 01
ITT 23.7	The following particular item represents more than fifty percent (50%) of the estimated lot value is: 'none'.



ITT 23.11(c) ITT 23.12(c) ITT 23.13(e)	The final destination of the Machine is: Government Printing Press, Tejgaon, Dhaka-1208.
ITT 23.12(a)	Place of Destination: ICD (Inland Container Depots), Kamalapur, Dhaka to Government Printing Press, Tejgaon, Dhaka-1208.
ITT 23.12(d)	In addition to the CIF (Cost Insurance and Freight)/CIP (Carriage and Insurance Paid) price specified in ITT 23.12(a), the price of the Machine manufactured outside Bangladesh shall be quoted:
ITT 24.1	For expenditures that will be incurred in Bangladesh, the Tenderer shall quote the prices in Bangladeshi Taka (BDT): N/A
ITT 24.2	Suppliers offering Goods manufactured or assembled in Bangladesh, are permitted to submit their Tender in a combination of local and foreign currencies. : N/A
ITT 24.3	Name of the foreign currency: The quoted price should be either in USD/EURO/GBP/Japanese YEN (Will be calculated on the prevailing bank rate of 25/02/2025)
ITT 25.2(b)	<u>Spare parts are: "required"</u> Period of time the Goods are expected to be functioning (for the purpose of spare parts): 10 years
ITT 26.1(b)	Manufacturer's authorization is required. A Manufacturer's Authorisation Letter is required for the item listed in Section 6: Schedule of Requirements.
ITT 26.1(c)	After sales service is "required" for the period of at least 10 years.
ITT 27.2	The Tender validity period shall be: 120 Days.
ITT 29.2	Tender Security: In favour of Deputy Director, Government Printing Press, Tejgaon, Dhaka-1208.
ITT 29.3	The amount of the Tender Security shall be: BD. TK: 10,00,000.00 (Ten Lac) or USD/EURO/GBP/JAPANES YEN form of Bank Guarantee from any Schedule Bank of Bangladesh. Tender Security must be submitted by the Bidder.
ITT 34.1	In addition, one hard copy Tender document shall be submitted.



E. Submission of Tender																					
ITT 35.2(c)	The inner and outer envelopes shall bear the following additional identification marks:																				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: left;">From</th> <th style="width: 50%; text-align: left;">To</th> </tr> </thead> <tbody> <tr> <td>Tenderer Name and Address:</td> <td>Deputy Director</td> </tr> <tr> <td>Contract Number:</td> <td>Government Printing Press</td> </tr> <tr> <td></td> <td>Tejgaon, Dhaka-1208.</td> </tr> <tr> <td></td> <td>Bangladesh.</td> </tr> <tr> <td>Phone:</td> <td>+ 88-02-226603216</td> </tr> <tr> <td>E-mail:</td> <td>dd.gpp@dpp.gov.bd</td> </tr> <tr> <td>Fax:</td> <td></td> </tr> <tr> <td>Website (If any):</td> <td>www.dpp.gov.bd/gppress</td> </tr> <tr> <td>Seal:</td> <td></td> </tr> </tbody> </table>	From	To	Tenderer Name and Address:	Deputy Director	Contract Number:	Government Printing Press		Tejgaon, Dhaka-1208.		Bangladesh.	Phone:	+ 88-02-226603216	E-mail:	dd.gpp@dpp.gov.bd	Fax:		Website (If any):	www.dpp.gov.bd/gppress	Seal:	
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Seal:																					
	The envelope shall bear the following additional identification marks: IFT No. 05.83.0000.010.07.001.2024-2025/441, dated :12-01-2025.																				
ITT 35.7	Tenderer “shall not” have the option of submitting their tender electronically.																				
ITT 35.8	If Tenderer shall have the option of submitting their electronically, the electronic bidding submission procedures shall be: N/A																				
ITT 36.1	<p><u>For Tender submission purposes, the Purchaser’s address is:</u></p> <p>Attention: Deputy Director, Government Printing Press, Tejgaon, Dhaka-1208</p> <p>The deadline for submission of Tenders is:</p> <p>Time & Date: 25/02/2025, Up to 1.00 PM Hours Bangladesh Standard Time (BST=GMT+6 hrs.)</p>																				



F. Opening and Evaluation of Tenders	
ITT 42.2	The Tender opening shall take place at (always the primary place): Attention: Deputy Director Government Printing Press Tejgaon, Dhaka-1208. The deadline for opening of Tenders is: Time & Date: 25/02/2025, at 3:00 PM Hours Bangladesh Standard Time (BST=GMT+6 hrs.)
ITT 42.3	If electronic tender submission is permitted as stated under ITT sub-clause 34.8, the specific tender opening procedures shall be: Not Applicable
ITT 51.1	Domestic preference shall be a tender evaluation factor.
ITT 52.5	The applicable economic factors, for the Purposes of evaluation tenderers shall be as follows: A) Adjustment for deviations in the delivery and completion Schedule: No adjustment. " Machine 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 ".

G. Award of Contract	
ITT 61.1	(a)The maximum percentage by which quantities per item may be increased is: N/A
ITT 63.2	(b)The maximum percentage by which quantities per item may be decreased is: N/A
ITT 70.5	The amount of performance security shall be (ten) 10% of the Contract price in USD/EURO/GBP/Japanese YEN. /BD. TK.



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 Purchaser 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 Purchaser 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/Purchaser** means an 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 Purchaser for the supply of Goods and related Services under the Act;
- (o) **Site** means the point(s) of delivery named in the PCC