Bangladesh Cable Shilpa Limited

(An Enterprise of Govt. of Bangladesh)

Shiromoni Industrial Area,

Shiromoni, Khulna-9206

Bangladesh

T E N D E R   D O C U M E N T

FOR THE PROCUREMENT OF GOODS (International)

Procurement of Raw Materials for Manufacturing of Telecomm. Copper Cables, Optical Fiber Cables, HDPE Duct and Electrical Overhead Conductor.

Cost of Tender Documents: BDT. 3,000.00 (Taka Three Thousand) only.

Invitation for Tender No: 14.37.0000.000.702.07.0879.26.1698, dated 26-07-2026

Tender Package No : 14.37.0000.000.702.07.0879.26.1716

Issued on : 28-07-2026

Bangladesh Cable Shilpa Limited, Khulna.
Invitation for International Tender (IFIT)

1	Ministry/Division	Ministry of Posts, Telecommunications & Information Technology
2	Procuring Entity Name	Bangladesh Cable Shilpa Limited
3	Procuring Entity District	Khulna
4	Invitation for	Procurement of Raw Materials for Manufacturing of Telecomm. Copper Cables/Optical Fiber Cables/HDPE Duct/Electrical Overhead Conductor.
5	**Tender Invitation Ref. No.**	**14.37.0000.000.702.07.0879.26.1698**
6	Date	26-07-2026
KEY INFORMATION		
7	Procurement Method	Open Tendering Method with International Competition
FUNDING INFORMATION		
8	Budget and Source of Funds	BCSL's Own Fund
PARTICULAR INFORMATION		
9	Tender Publication Date	Within 29-07-2026
10	Tender Last Selling Date	30-08-2026 till 16:30 hours

		Date	Time
11	Tender Closing Date and Time	31-08-2026	11:00 hours.
12	Tender Opening Date and Time	31-08-2026	11:15 hours.

	Name & Address of the office(s)	Address
13	Selling Tender Document	Dhaka Liaison Office, Bangladesh Cable Shilpa Limited, Nilkhet Telephone Exchange Building (1st Floor), Dhaka-1205, Phone No-0088-02-9615501, Mobile: 01550059620/01739152828
		Cash Section, Accounts Dept., Bangladesh Cable Shilpa Ltd., Shiromoni Industrial Area, Khulna. Telephone No. 024-77707230 Ext. 206, 01550059638
	Receiving Tender Document	Dhaka Liaison Office, Bangladesh Cable Shilpa Limited, Nilkhet Telephone Exchange Building (1st Floor), Dhaka-1205, Phone No-0088-02-9615501, Mobile: 01550059620/01739152828
	Opening -Tender Document	Dhaka Liaison Office, Bangladesh Cable Shilpa Limited, Nilkhet Telephone Exchange Building (1st Floor), Dhaka-1205, Phone No-0088-02-9615501, Mobile: 01550059620/01739152828

INFORMATION FOR TENDERER		
14	Eligibility of Tenderer	As per TDS
15	Brief Description of Goods	Supply of Raw Materials for Manufacturing of Telecomm. Copper Cables/Optical Fiber Cables/HDPE Duct/Electrical Overhead Conductor.
16	Price of Tender Document	Taka **3,000.00** (Three Thousand) only per set (Non Refundable).

	Lot No.	Identification of Lot	Location	Quantity	Fixed Tender Security.	Completion Time
17	1	Colored Optical Fiber, Single Mode (G652D), Different Colors	Khulna	60,000 KM	USD 12,000.00	As Per Schedule of Requirements
	2	Virgin Black Polyethylene Granules (HDPE) For Outer Jacket of OFC	Khulna	198 M. Ton	USD 4,000.00	
	3	Virgin Black Polyethylene Granules (MDPE) For Outer Jacket of OFC	Khulna	198 M. Ton	USD 4,000.00	
	4	Virgin HDPE-RT Granules, Natural Color (Pipe Grade)	Khulna	198 M. Ton	USD 4,100.00	
	5	Virgin Black Polyethylene Granules, HDPE (PE 100) HDD Pipe Grade.	Khulna	396 M. Ton	USD 8,000.00	
	6	Fiber Reinforcement Plastic (FRP) Rod (Size 0.9mm & 2.1mm)	Khulna	10,000 KM	USD 1,400.00	
	7	Galvanized Steel Wire Rope (Size: 7 x 0.9 mm & 7 x 1.0 mm)	Khulna	105 M. Ton	USD 2,200.00	
	8	PE Color Master Batch (Different Color)	Khulna	5.5 M. Ton	USD 300.00	
	9	Water Blocking Tape (Size 22mm)	Khulna	10.5 M. Ton	USD 400.00	

PROCURING ENTITY DETAILS		
18	Name of Official Inviting Tender	**Md. Arifur Rahman FCMA**
19	Designation of Official Inviting Tender	General Manager (Purchase & Marketing)
20	Address of Official Inviting Tender	Bangladesh Cable Shilpa Ltd., Shiromoni Industrial Area, Khulna-9206.
21	Contact details of Official Inviting Tender	Foreign Purchase Section, Bangladesh Cable Shilpa Ltd., Shiromoni Industrial Area, Khulna. Phone No. 880-2477707250, 01711066077/01550059625. **Please visit our website at www.bcsl.gov.bd & CPTU Web Site: www.cptu.gov.bd & E-mail: dmpurbcsl702@gmail.com. ; procurement.bcsl@gmail.com**
22	**The procuring entity reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.**	

26/7/26

(Md. Arifur Rahman FCMA)
General Manager (Purchase & Marketing)

Table of Contents

Section 1: Instructions to Tenderers

A. General

1. Scope of Tender	1.1	The Procuring Entity, as indicated in the Tender Data Sheet (**TDS)** issues this Tender Document for the procurement of Goods incidental thereto as specified in the **TDS** and as detailed in **Section 6: Schedule of Requirements.** The name of the Tender and the number and identification of its constituent lot(s) are stated in the **TDS.**
	1.2	The successful Tenderer shall be required to execute the Goods as specified in the General Conditions of Contract and Particular Conditions of Contract.
2. Interpretation	2.1	(a) the term "in writing" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; (b) if the context so requires, singular means plural and vice-versa; (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, NGO 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 Procuring Entity to a Tenderer as a basis for preparation of the Tender; and (g) "Tender" depending on the context, means a Tender submitted by a Tenderer for delivery of Goods to a Procuring Entity in response to an Invitation for Tender. (h) "BPPA" means the Bangladesh Public Procurement Authority formed under the Bangladesh Public Procurement Authority Act, 2023.
3. Source of Funds	3.1	The Procuring Entity has been allocated public funds 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 monetary resources appropriated to the Procuring Entity under Government budget, or financing, grants and credits placed at the disposal of the Procuring Entity through the Government by the development partners or foreign states or organisations and also includes any fund of a government, semi-government or a statutory body established by law.
	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 or foreign state or Organisation in accordance with the applicable Financing / Credit / Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	4.1	The Government, and the Development Partner, if applicable, requires that the Procuring Entity as well as the Tenderers and Contractors (including sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
	4.2	For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows: (a) **"Corrupt practice"** means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in this Rule; (b) **"Fraudulent practice"** means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution;

		(c) **"Collusive practice"** means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition; (d) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the 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"** means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the Bangladesh Public Procurement Authority Act, 2023.
	4.3	Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind be determined by the Procuring Entity or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act 2006 and Public Procurement Rules, 2025 and Guidelines of the Development Partners as stated in the ITT sub-clause 3.3.
	4.4	If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind is determined by the Procuring Entity against any Tenderer or Contractors (including sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing, a contract under public fund: (a) Procuring Entity and/or the Development Partner shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings; (b) Procuring Entity and/or the Development Partner shall reject any recommendation for award that had been proposed for that concerned Tenderer; (c) Procuring Entity and/or the Development Partner shall declare, at its discretion, the concerned Tenderer to be ineligible to participate (debarment) in any Public Procurement proceedings for a specific period of time; (d) Procuring Entity shall suspend the concerned Tenderer from participating in any other procurement proceedings within the PE organization for the period of finalizing the debarment process; (e) Development Partner shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Development Partner' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Development Partner-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Contractor, or service provider of an otherwise eligible firm being awarded a Development Partner-financed contract; and (f) Development Partner shall cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that Development Partner financed contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Development Partner to remedy the situation.

	4.5	Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion and obstruction of the Public Procurement Act, 2006, the Public Procurement Rules, 2025 and others as stated in GCC Clause 38.

	4.6	In further pursuance of this policy, Tenderers, Contractors and their sub-contractors, agents, personnel, consultants, service providers shall permit the Government, the BPPA and the Development Partner to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government, the BPPA and/or the Development Partner during the procurement or the execution of that Development Partner financed contract.
5. Eligible Tenderers	5.1	This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the **TDS.**
	5.2	Tenderers shall have the legal capacity (not barred by Public Procurement Act or any other law(s) to sign the contract) to enter into the Contract under the Applicable law.
	5.3	Tenderers shall be enrolled in the relevant professional or trade organisations registered in its own country.
	5.4	Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.
	5.5	Tenderers shall have fulfilled its obligations to pay taxes and social security contributions, if any, under the provisions of laws and regulations of the country of its origin.
	5.6	Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a consultant or any of its Partners which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be performed under this Invitation for Tenders.
	5.7	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 due to suspension or debarment for corrupt, fraudulent, collusive, coercive or obstructive practices as stated under ITT Sub Clause 4.4.
	5.8	Tenderers are not currently restrained due to suspension or debarred from participating in Public Procurement on grounds of fundamental breach of contract under any Contract.
	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	Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Procuring Entity.
	5.11	Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.
	5.12	These above requirements for eligibility will extend, as applicable, to each Subcontractor proposed by the Tenderers.
	5.13	A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer: a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or b) receives or has received any direct or indirect subsidy from another Tenderer; or c) has the same legal representative as another Tenderer; or d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the procuring entity regarding this tendering process; or e) Any of its partners participated as a consultant in the preparation of the design or technical specifications of the Goods that are the subject of the Tender.
	5.14	A Tenderer shall provide its/their Beneficial Ownership related information, as the specified in **Form PG4-2**, if it/they will be awarded the contract and declare their consent on publishing that information publicly following the signing of contract.
	5.15	A tenderer has not been under restriction imposed by any Development Partner operating in Bangladesh on grounds related to their procurement affairs.

6. Eligible Goods	6.1	All goods and related services to be supplied under the Contract are from eligible sources, 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, in applicable cases, it also includes related services such as insurance, transportation, installation, and commissioning, training, and initial maintenance. For the purposes of this Clause, "origin" means the country where the goods have been mined, grown, cultivated, produced or manufactured or processed, or through manufacturing, processing, or assembling, another commercially recognized new product results that differs substantially in its basic characteristics from its components or the place from which the related services are supplied.
	6.3	The origin of materials and equipment and associated services is distinct from the nationality of the Tenderer.
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 Tenderer's own expense.

B. Tender Document

8. Tender Document: General	8.1	The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11. • Section 1 Instructions to Tenderers (ITT) • Section 2 Tender Data Sheet (**TDS**) • Section 3 General Conditions of Contract (GCC) • Section 4 Particular Conditions of Contract (**PCC**) • Section 5 Tender and Contract Forms • Section 6 Schedule of Requirements • Section 7 Technical Specifications • Section 8 Drawings
	8.2	The Procuring Entity is not responsible for the completeness of the Tender Document and their addenda, if these were not purchased directly from the Procuring Entity, or through its agent as specified in the **TDS.**
	8.3	Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in addendum to Tender, if any.
9. Clarification of Tender Document	9.1	A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and within time as specified in the **TDS.**
	9.2	The Procuring Entity is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause 9.1.
	9.3	The Procuring Entity shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITT Sub Clause 9.1.
	9.4	The Procuring Entity shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
	9.5	Should the Procuring Entity deem it necessary to amend the Tender Document as a result of a clarification, it will do so following the procedure under ITT Clause 11.
10. Pre-Tender Meeting	10.1	To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, if stated in the **TDS**, hold a pre-Tender Meeting at the place, date and time as specified in the **TDS**. All potential Tenderers are encouraged and invited to attend the meeting, if it is held.
	10.2	Tenderers are requested to submit any questions in writing so as to reach the Procuring Entity not later than one day prior to the date of the meeting.
	10.3	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 five (5) working days after holding the meeting to all those who purchased the Tender document and to even those who did not attend the meeting. Any revision to the Tender Document listed in ITT Sub Clause 8.1 that may become necessary as a result of the pre-Tender meeting will be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to 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 Document	11.1	At any time prior to the deadline for submission of Tenders, the Procuring Entity, on its own initiative or in response to an inquiry 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.
	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 must be circulated by 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 mail or e-mail before two-third of the time allowed for the submission of Tenders has elapsed.
	11.5	The Procuring Entity shall also ensure posting of the relevant addenda with the reference number and date on their websites including notice boards, where the Procuring Entity had originally posted the IFTs.
	11.6	To give a prospective Tenderer reasonable time in which to take an addendum into account in preparing its Tender, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub Clause 37.2.
	11.7	If an addendum is issued when time remaining is less than **one-third** of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion 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. In any case, the minimum time for such extension shall not be less than three (3) working days.

C. Qualification Criteria

12. General Criteria	12.1	Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.
	12.2	In addition to meeting the eligibility criteria, as stated in ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 13 to 15 inclusive.
	12.3	To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of general experience as stated under ITT Sub Clause 13.1(a) and specific experience, unless otherwise of different nature, as stated under ITT Sub Clause 13.1(b) shall not be separately applicable for each individual lot.
13. Experience Criteria	13.1	Tenderers shall have the following minimum level of supply experience to qualify for the supplying of Goods under the Contract: (a) a minimum number of years of general experience in the supply of Goods 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**.

14. Financial Criteria	14.1	Tenderers shall have the following minimum level of financial capacity to qualify for the supply of goods under the Contract: (a) Satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Tenderers. All pending litigation shall be treated as resolved against the Tenderers; and (b) Availability of minimum financial resources in any form or combination of forms of liquid assets or credit line(s) or working capital, net of other contractual commitments of the amount as specified in the **TDS.**
15. Subcontractor (s)	15.1	Tenderers may intend to subcontract an activity or portion of the Goods specified in **TDS** not exceeding 30% (Thirty percent) of the whole Goods in value, in which case such item(s) and the proposed Subcontractor shall be clearly identified in the Form PG4-3.
	15.2	The Procuring Entity may require Tenderers to provide more information about their subcontracting arrangements. If any Subcontractor is found ineligible or unsuitable to carry out the subcontracted tasks, the Procuring Entity may request the Tenderers to propose an acceptable substitute.
	15.3	Subcontractors must comply with the provision of ITT Clause 5. For this purpose, contractor shall complete the Subcontractor's information in Form PG4-3 for submission with tender.
	15.4	A Subcontractor may participate in more than one Tender, but only in that capacity.
	15.5	If the Procuring Entity determines that a subcontractor is ineligible, the subcontracting of such portion of the Goods assigned to the ineligible subcontractor shall be disallowed.
	15.6	Any unauthorised subcontracting after entering into the contract shall be considered as fundamental breach of contract.

D. Tender Preparation

16. Only one Tender	16.1	If a Tender for Goods is invited for one or more items on an 'item-by-item' basis, in such case the offer for each item shall correspond to full quantity under that particular item and each such item shall constitute a Tender. A Tenderer who submits or participates in more than one (1) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.
	16.2	If a Tender for Goods is invited for a single lot/package, the single lot/package shall constitute a Tender. Tenderers shall submit only one (1) Tender for the lot/package. Tenderer who submits more than one Tender in the lot/package will cause all the Tenders of that particular Tenderer to be rejected.
	16.3	If a Tender for Goods is invited for a number of lots on a"lot-by-lot" basis, each such lot shall constitute a Tender. Tenderers shall submit only one Tender for each lot. Tenderer who submits more than one Tender in one (1) lot of the package will cause all the Tenders of that particular Tenderer to be rejected.
17. Cost of Tendering	17.1	Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
18. Issuance and Sale of Tender Document	18.1	The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper.
	18.2	Full contact details with mailing address, telephone, mobile, facsimile numbers and electronic mail address, as applicable, of those to whom Tender Documents have been issued shall be recorded with a reference number by the Procuring Entity.
	18.3	There shall not be any pre-conditions whatsoever, for sale of Tender Documents and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
19. Language of Tender	19.1	Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or *Bangla.* Supporting documents and printed literature furnished by the Tenderers that are part of the Tender may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or *Bangla* language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
	19.2	Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

20. Contents of Tender	20.1	The Tender prepared by the Tenderers will comprise the following: (a) the Tender Submission Letter (**Form PG4-1**), as stated under ITT Sub Clause 21.1; (b) the Tenderer Information as stated under ITT Clauses 5, 25 and 27 (**Form PG4-2**); (c) the priced Schedule for each lot (Form PG4-4A, 4-4B, 4-4C and PG4-4D) in accordance with ITT Clauses 21, 23 and 24; (d) The Tender Security as stated under ITT Clauses 30, 31 and 32. (e) the completed Specifications Submission and Compliance Sheet **(Form PG4-5)** as stated under ITT clause 26.2; (f) the alternatives, if permissible, as stated under ITT Clause 22; (g) the written confirmation authorizing the signatory of the Tender including National ID to commit the Tenderer if applicable, as stated under ITT Clause 35; (h) the Valid Trade license; (i) The Tenderer shall submit with its Tender the following documents as a proof of fulfilling taxation obligations in accordance with ITT Sub Clause 5.5; i. TIN certificate; ii. Acknowledgement slip issued by the competent income tax authority as a proof of submission of income tax return for the Assessment Year as mentioned in the **TDS;** and iii. Value Added Tax registration certificate/ Business Identification Number. (j) documentary evidence as stated under ITT Clause 25, 26 and 27 establishing the Tenderer's eligibility, eligibility and conformity of the Goods and the minimum qualifications of the Tenderers required to be met for due performance of the Goods under the Contract; (k) document establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 5.10 in case of government owned entity; (l) 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. (m) 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; (n) 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; (o) 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 PG4-4A, 4B, 4C and PG4-4D) as, applicable, furnished in Section 5: Tender and Contract Forms; (p) Any other document as specified in the **TDS**.
21. Tender Submission Letter and Price Schedule	21.1	Tenderers shall submit the Tender Submission Letter (**Form PG4-1**), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being incomplete.
	21.2	Tenderers shall submit the priced Schedule using the form(s) furnished in **Section 5: Form PG4-4A, 4B, 4C & 4D (Price Schedule for Goods and Related Services)**
	21.3	If in preparing its Tender, the Tenderer has made errors in the unit rate or the total price, and

		wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer.
22. Alternatives	22.1	Unless otherwise specified in the **TDS**, Technical alternatives shall not be considered.
	22.2	Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements will be considered by the Procuring Entity.
23. Tender Prices, Discounts	23.1	The prices and discounts quoted by the Tenderers in the Tender Submission Letter (**Form PG4-1**) and Price Schedule **(Form PG4-4A, 4B, 4C and PG4-4D)** shall conform to the requirements specified below.
	23.2	Tenderers shall fill in unit rates for all items of the Goods both in figures and in words as described in the Price Schedule, excluding any discount offered.
	23.3	Tenders are being invited either for one or more items on an 'item-by-item" basis or for a single lot or for a number of lots on "lot-by-lot" basis, as specified in the **TDS**.
	23.4	All items or lots in Section 6: **Schedule of Requirements** must be listed and priced separately on the Price Schedule following the Form **PG3-4A, 4B, 4C** and **PG4-4D**.
	23.5	Tenders being invited either for one or more items on an "item-by-item' basis or for a single lot/package or for number of lots on "lot-by-lot" basis as stated under ITT Sub Clause 23.3, price quoted for an item shall correspond to full quantity under that particular item; otherwise the Tenders shall be considered non-responsive.
	23.6	Tenders being invited for a single lot or for a number of lots on 'lot-by-lot' basis, price quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of that particular lot and shall correspond to 100% of the total offered lot value, unless otherwise stated in the **TDS.** Tenders being invited for a number of lots on "lot-by-lot" basis, the lot not quoting at least eighty (80) percent of the total number of items under that lot and, not representing at least sixty-five (65) percent of the equivalent lot value shall be considered non-responsive.
	23.7	A Lot Tender not offering minimum number of items of those being priced based on percentage of the total number of items as specified in the ITT Sub-Clause 23.6 and the corresponding minimum value based on percentage of the total lot value as specified in the ITT Sub-Clause 23.6 shall also be considered non-responsive
	23.8	Subject to ITT Sub-Clause 23.6, a Lot tender not offering a particular item which represents more than fifty percent (50%) of the estimated lot value identified by the Procuring Entity and specified in the **TDS**, even if it complies with the requirement of minimum number of items based on percentage of the total number of items as stated under ITT Sub Clause 23.6, shall be considered non-responsive.
	23.9	The price to be quoted in Tender Submission Letter **(Form PG4-1)** shall be the total price of the Tender, excluding any discounts offered.
	23.10	Tenderers shall quote any unconditional discounts and the methodology for application of that discount in the Tender Submission Letter as stated under ITT Sub Clause 23.11.
	23.11	Tenderers wishing to offer any unconditional discount for the award of more than one lot shall specify the discount applicable to each lot, or alternatively, to any combination of lots within the package in their Tender. Discounts will be submitted as stated under ITT Sub Clause 23.10, provided the Tenders for all lots are submitted and opened together.
	23.12	All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract, or for any other causes, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the unit rates and the total Tender price submitted by the Tenderers.
	23.13	The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions.
	23.14	Prices shall be quoted as specified in each Price Schedule (Form PG4-4A, 4B, 4C and PG4-4D) as applicable. The dis-aggregation 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:

	23.15	For Goods, manufactured within Bangladesh, the prices in the Price schedule (Form PG4-4A) 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.
	23.16	For Goods, manufactured outside Bangladesh, to be imported, the prices in the Price schedule (Form PG4-4B) 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;
	23.17	For Goods, manufactured outside Bangladesh, already imported, the prices in the Price schedule (Form PG4-4C) 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.]*
	23.18	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 PG4-4D) 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	25.1	Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall: (a) complete the eligibility declarations in the Tender Submission Letter (**Form**

Eligibility of the Tenderer		**PG4-1**); (b) complete the Tenderer Information (**Form PG4-2**); (c) Complete Subcontractor Information (**Form PG4-3**), if it intends to engage any Subcontractor(s).
26. Documents Establishing the Eligibility and Conformity of the Goods	26.1	Tenderers shall complete the country of origin declarations in the Price Schedule Forms and, submit documentary evidence to establish the origin of all Goods to be supplied under the Contract as stated under ITT Clause 6.
	26.2	To establish the conformity of the Goods to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards in **Section 7, Technical Specifications.**
	26.3	Documentary evidence of conformity of the Goods to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of: (a) a detailed description of the essential technical and performance characteristics of the Goods; (b) if so required in TDS, tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS, following commencement of the use of the Goods by the Procuring Entity ; and (c) An "item-by-item" commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the Goods to those specifications.

27. Documents Establishing the Tenderer's Qualification	27.1	Tenderers shall complete and submit the Tenderer Information (**Form PG4-2**) and shall include documentary evidence, as applicable to satisfy the following: a) the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria of the ITT; b) general experience in the supply of Goods as stated under ITT Sub Clause 13.1(a), substantiated by the year of Tenderer's registration/constitution/ licensing in its country of origin; c) specific experience of satisfactory completion of supply of Goods under public or private sector of similar nature and size as stated under ITT Sub Clause 13.1(b), substantiated by Completion Certificate (s) issued or duly certified, by the relevant Procuring Entity(s); d) a minimum supply and/or production capacity of Goods as stated under ITT Sub Clause 13.1(c), substantiated by the relevant documents or updated brochures of the supplier and/or manufacturer; e) information regarding claims under litigation, current or during the last years as specified in the **TDS**, in which the Tenderer is involved, the parties concerned, and value of claim as stated under ITT Sub Clause 14.1(a), substantiated by statement in its letter-head pad; f) adequacy of minimum liquid asset substantiated by bank statement having previous date's closing balance with three (3) months transaction details; or (ii) updated balance statement on previously approved credit line; or (iii) unconditional specific credit commitment letter issued in the format as specified in **Form PG4-8** without alteration from any scheduled bank of Bangladesh, and issued not earlier than twenty-eight (28) days prior to the day of the initial (if applicable) deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 14.1(b) or (iv) working capital substantiated by audited financial statements mentioned in (i) below.; g) if required in the **TDS**, a Tenderer that does not manufacture or produce the Goods shall submit the **Manufacturer's Authorization Letter** (**Form PG4-6)** 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; h) 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 PE's maintenance; i) authority to seek references from the Tenderer's Bankers or any other sources in its letter-head pad; and j) Reports on the financial standing of the Tenderers, such as profit and loss statements and audited balance sheet for the previous years as specified in the **TDS**, substantiated by Audit Reports.
28. Validity Period of Tender	28.1	Tenders shall remain valid for the period as specified in the **TDS** after the date of Tender submission deadline. A Tender valid for a period shorter than that specified will be considered, non- responsive.
	28.2	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 28 and 29 of the Public Procurement Rules, 2025.
29. Extension of Tender Validity and Tender Security	29.1	In justified exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders, subject to a maximum of two times; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clauses 42.2.
	29.2	The request for extension of Tender Validity period shall state the new date of the validity of the Tender.
	29.3	The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 30 shall also be suitably extended for twenty-eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.

30. Tender Security	30.1	Tenderers shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, as specified in the **TDS**.
	30.2	One Tender Security, in a separate envelope, at the percentage as specified in **TDS**, of the total value of the items quoted by the Tenderer, shall be submitted, if so indicated that the Tenders for one or more items are invited on an "item-by-item" basis.
	30.3	In case of substitution of the Tender as stated under ITT Clause 39 a new Tender Security shall be required in the substituted Tender.
	30.4	The Tender Security and its amount shall be determined sufficient to discourage the submission of frivolous and irresponsible tenders pursuant to Rule 31 of the Public Procurement Rule, 2025 and shall be expressed as a rounded fixed amount and, shall not be stated as a precise percentage of the estimated total Contract value.
31. Form of Tender Security	31.1	The Tender Security shall: (a) at the Tenderer's option, be either; i. in the form of a Bank Draft or Pay Order, or ii. in the form of an irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh, in the format (**Form PG4-7**) without any alteration, furnished in **Section 5: Tender and Contract Forms**; (b) be payable promptly upon written demand by the Procuring Entity in the case of the conditions as stated under ITT Sub Clause 34.1 being invoked; and (c) Remain valid for at least twenty-eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances as stated under ITT Sub Clause 34.1.
32 Authenticity of Tender Security	32.1	The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion in writing from the Bank issuing the security.
	32.2	If a Tender Security is found to be not-authentic, the Procuring Entity may proceed to take measures against that Tenderer as stated under ITT Sub Clause 4.4.
	32.3	A Tender not accompanied by a valid Tender Security will be considered non-responsive.

33. Return of Tender Security	33.1	No Tender Security shall be returned to the Tenderers before Approval of Evaluation Report.
	33.2	Non-responsive Tenderer's Tender Security will be returned after approval of Evaluation Report but within twenty-eight (28) days of the expiry of the Tender Validity period as stated under ITT Sub Clauses 28.1. The Tender Security of the responsive Tenderers except the 1st, 2nd, and 3rd lowest responsive Tenderers may be returned, in the same manner, upon written request from them to the Procuring Entity.
	33.3	The Tender Security of the 1st, 2nd, and 3rd lowest responsive Tenderers (as the case may be) will be returned upon the successful Tenderer's furnishing of the performance security and signing of the Contract Agreement, if not otherwise subject to ITT Clause 34.1.
	33.4	Tender Securities of the Tenderers not consenting within the specified date in writing to the request made by the Purchaser under ITT Sub-Clause 29.1 in regard to extension of its Tender validity shall be discharged or returned forthwith.
34. Forfeiture of Tender Security	34.1	The Tender Security 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 Clause 28 and 29; or (b) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 46; or (c) fails to furnish Performance Security or tenderer's submitted Performance Security has been found unauthentic as stated under ITT Sub Clauses 63.1 and 63.2; or (d) Refuses or fails to sign the Contract as stated under ITT Sub Clause 68.2. (e) Involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.
35. Format and Signing of Tender	35.1	Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 20 and clearly mark it "ORIGINAL" In addition, the Tenderers 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.

	35.2	Alternatives, if permitted as stated under ITT Clause 22, shall be clearly marked "Alternative".
	35.3	The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This Tender specific authorization document shall be attached to the Tender Submission Letter (**Form PG4-1**). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed by the person signing the Tender.
	35.4	Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person(s) signing the Tender.
	35.5	Person(s) signing the Tender shall describe his or her name, address, position

E. Tender Submission

36. Sealing, Marking and Submission of Tender	36.1	Tenderers shall enclose the original in one (1) envelope and all the copies of the Tender, including the alternatives, if permitted under ITT Clause 22, in another envelope, duly marking the envelopes as "ORIGINAL (O)" "ALTERNATIVE (A)" (if permitted) and "COPY." These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope.
	36.2	The inner and outer envelopes shall: (a) be addressed to the Procuring Entity at the address as stated under ITT Sub Clause 37.1; (b) bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1; (c) bear the name and address of the Tenderer; (d) bear a statement "DO NOT OPEN BEFORE --------------------" the time and date for Tender opening as stated under ITT Sub Clause 40.1; (e) Bear any additional identification marks as specified in the **TDS.**
	36.3	Tenderers are solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.
	36.4	Tenders shall be delivered by hand or by mail, including courier services at the address(s) as stated under ITT Sub Clause 37.1.
	36.5	The Procuring Entity will, on request, provide the Tenderer with acknowledgement of receipt showing the date and time when it's Tender was received.
	36.6	Tenders shall be submitted on the basis of this Tender Document issued by the Procuring Entity.
	36.7	When so specified in the TDS, tenderers shall have the option of submitting their tenders electronically. Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the **TDS**.

37. Deadline for Submission of Tender	37.1	Tenders shall be delivered to the Procuring Entity at the address specified in the **TDS** and not later than the date and time specified in the **TDS.**
	37.2	The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 36.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
	37.3	Tenders shall be received at only one place as specified under ITT Sub Clause 36.1.
38. Late Tender	38.1	Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 37.1 shall be declared LATE and returned unopened to the Tenderer.
39. Modification, Substitution or Withdrawal of Tender	39.1	Tenderers may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization; provided that such written notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders as stated under ITT Clause 37.
	39.2	Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as "**MODIFICATION (M)".**
	39.3	Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as **"SUBSTITUTION (S)".**

	39.4	Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as **"WITHDRAWAL (W)".**

F. Tender Opening and Evaluation

40. Tender Opening	40.1	Tenders shall be opened immediately after the deadline for submission of Tenders at the place as specified in the **TDS** but not later than **ONE HOUR** after expiry of the submission deadline.
	40.2	Persons not associated with the Tender may not be allowed to attend the public opening of Tenders.
	40.3	Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.
	40.4	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 (TOC) based on documents submitted as stated under ITT Sub Clause 39.1.
	40.5	Ensuring that only the correct (M), (S), (W) envelopes are opened, details of each Tender will be dealt with as follows: (a) the Chairperson of the TOC 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 official cost estimate; (v) any discounts; (vi) any alternatives; (vii) the presence or absence of any requisite Tender Security; and (viii) such other details as the Procuring Entity, at its discretion, may consider appropriate (b) Only discounts and alternatives 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 TOC.
	40.6	Upon completion of Tender opening, all members of the TOC and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation, the TOS, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the TOC and any authorised Consultants Representatives and, to the Tenderers immediately.
	40.7	The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record under ITT Sub Clause 40.5.
	40.8	No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 38.
	40.9	Any specific electronic Tender opening procedures required if electronic tendering is permitted under ITT Sub-Clause 36.7, shall be as specified in the **TDS**.
	40.10	A copy of the record shall be distributed to all Tenderers who submitted tenders in time, and posted online when electronic tendering is permitted.
41. Evaluation of Tenders	41.1	Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.
	41.2	Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the requirements of Tender Documents in order to identify the successful Tenderer.
	41.3	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 examination and responsiveness (c) Financial evaluation and price comparison (d) Post-qualification of the Tender.
42. Preliminary Examination	42.1	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.
	42.2	TEC shall examine the Tenders to confirm that all documentations as stated under ITT Clause 20 have been provided, to determine the completeness of each document submitted. The procuring entity shall verify the documents provided.
	42.3	TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be considered rejected. (a) All Forms, as applicable, duly filled-in and signed, as in Tender Forms (Section 5); (b) Priced Schedule; (c) Written confirmation authorizing the signatory of the Tender to commit the Tenderer; and (d) Valid Tender Security.
43. Technical Responsiveness and Technical Evaluation	43.1	Only those Tenders surviving preliminary examination need to be examined in this phase.
	43.2	TEC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
	43.3	A responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) affects in any substantial way the scope, quality, or supply of goods specified in the Contract; or (b) limits in any substantial way, or is inconsistent with the Tender Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or (c) If rectified would unfairly affect the competitive position of other Tenderers presenting responsive Tenders. During the evaluation of Tenders, the following definitions shall apply: **"Deviation"** is a departure from the requirements specified in the Tender Document; **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and **"Omission"** is the failure to submit part or all of the information or documentation required in the Tender Document.
	43.4	Information contained in a Tender, that was not requested in the Tender Document shall not be considered in evaluation of the Tender.
	43.4	If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.
	43.5	There shall be no requirement as to the minimum number of responsive Tenders.
	43.6	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 PG4-4A, 4B, 4C and PG4-4D**) to determine the eligibility of the Goods (b) Verification and examination of the documentary evidence and completed

		Specification Submission Sheet **(Form PG4-5**) to determine the conformity of the Goods. (c) Verification and examination of the documentary evidence that the Tenderer's qualifications conform to the Tender Document and the Tenderer meets each of the qualification criterion specified in Sub Section C, Qualification Criteria.
	43.7	Provided that a Tender is responsive, TEC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the rates of the Tender reflected in the Priced Schedule or any mandatory criteria. Failure of the Tenderer to comply with the request may result in the consideration of its Tender as non-responsive.
	43.8	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 mandatory requirements set out in the Tender Document; or (b) Errors or oversights that if corrected, would not alter the key aspects of the Tender.
44. Clarification on Tender	44.1	TEC may ask Tenderers for clarification of their Tenders, including breakdowns of unit rates, in order to facilitate the examination and evaluation of Tenders. The request for clarification by the TEC and the response from the Tenderer shall be in writing, and 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 43.3, will neither be sought nor be permitted.
	44.2	Changes in the Tender price shall also not be sought or permitted, except to confirm the correction of arithmetical errors discovered by the TEC in the evaluation of the Tenders, as stated under ITT Sub Clause 46.1.
	44.3	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.
	44.4	The Tenderer shall be provided a reasonable timeline, but not less than three (3) working days, to respond against a clarification request. If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.
45. Restrictions on Disclosure of Information	45.1	Following the opening of Tenders until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned Procuring Entity.
	45.2	Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.
	45.3	Any effort by a Tenderer to influence the Procuring Entity in its decision concerning the evaluation of Tenders, Contract awards may result in the non-responsiveness of its Tender as well as further action in accordance with Section 64 (5) of the Public Procurement Act, 2006.
	45.4	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 non-responsive.
	45.5	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.
46. Correction of Arithmetical Errors	46.1	Provided that the Tender is responsive, the TEC shall correct arithmetical errors on the following basis: (a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price 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; and

		(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
	46.2	TEC shall correct the arithmetic errors and shall promptly notify the concerned Tenderer(s). If the Tenderer does not accept the correction of arithmetic errors, its Tender shall be rejected.
	46.3	Tenderers having quoted the tender price by more than 10 (Ten) percent above the official cost estimate, the tender shall be rejected.
47. Conversion to Single Currency	47.1	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.
48. Domestic Preference	48.1	**Domestic preference** shall be a factor in tender evaluation, unless otherwise specified in the **TDS.**
	48.2	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 56.
	48.3	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.
	48.3	To facilitate this classification by the Tenderer, the Tenderer shall complete whichever Form of the Price Schedule furnished in the Tender Document is appropriate.
	48.4	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.
49. Financial Evaluation	49.1	TEC will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.
	49.2	To evaluate a Tender, the TEC will consider the following: (a) the Tender price for Item(s) or Lot (b) Verification and examination of the Price Schedule for Goods and Related Services (Form PG4-4A, 4B, 4C and PG4-4D) as furnished by the Tenderer and checking the compliance with the instructions provided under ITT Clause 23; (c) 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 ; (d) adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 46.1; (e) adjustment for application of the methodology for determining the equivalent lot value, as stated under ITT Sub Clause 23.8, if any; (f) adjustment for application of the economic factors, as stated under ITT Sub Clause 49.5, if any; (g) adjustment in order to take into consideration the unconditional discounts and methodology for application of the discount offered for being awarded more than one lot, as stated under ITT Sub Clauses 23.10 and 23.11, if

		any; (h) Adjustment due to the application of a margin of preference (domestic preference), in accordance with ITT Clause 48 and 51 if applicable
	49.3	Variations, deviations, alternatives and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be considered in Tender evaluation.
	49.4	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.
	49.5	Only those spare parts and tools which are specified as an item in the List of Goods and Related Services in Section 6, Schedule of Requirement or adjustment as stated under ITT Sub-clause 49.5, shall be taken into account in the Tender evaluation. Supplier-recommended spare parts for a specified operating requirement as stated under ITT Sub-clause 26.3(b) shall not be considered in Tender evaluation.
	49.6	The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender price quoted as stated under ITT Clause 23. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders. The factors, methodologies and criteria to be used shall be as specified in **TDS**. 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.
	49.7	If the winning lot is missing some item(s), as stated under ITT Clause 23, comprising twenty (20) percent or a smaller number of items in the lot, the Procuring Entity may procure those missing item(s) from the other responsive Tenderer(s) quoting the lowest price for the missing item(s).
	49.8	TEC may recommend to increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 63.1 but not exceeding twenty-five (25) percent of the Contract Price, if in the opinion of the TEC, it is found that the item prices are unbalanced.
50. Assessing the Price of unpriced Items	50.1	If it is so permitted under ITT Clause 23, any Tenderer offered only eighty percent (80%) the items of a lot as stated under ITT Sub-Clause 23.7, the TEC shall calculate the total lot value by adding up the average prices offered by other responsive Tenderers for the missing items to establish the winning lot Tender.
	50.2	If the winning lot is missing some items as stated under ITT Sub Clause 50.1, comprising less than twenty percent (20%), the Procuring Entity may procure the missing items from the Tenderer offering the least cost for those remaining items.
51. Evaluation based on Domestic Preference	51.1	If the Tender document so specifies, the Tenderer will grant a margin preference to goods manufactured in Bangladesh as stated in ITT Clause 48 for the purpose of Tender comparison, in accordance with the procedure outlined below:
	51.2	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.
	51.3	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.
	51.4	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.

52. Winning multiple Lots	52.1	If so indicated in the ITT Sub Clause 1.1 the Procuring Entity may award one or multiple lots to one Tenderer following the methodology specified in ITT Sub Clause 52.2.
	52.2	To determine the lowest-evaluated lot/package the TEC will consider: (a) the lowest-evaluated Tender for each lot; (b) the resources sufficient to meet the qualifying criteria for the individual lot or aggregate of the qualifying criteria for the multiple lots; (c) the price reduction on account of discount per lot/package as offered by the Tenderer in its Tender; and (d) the Contract-award sequence that provides the optimum economic combination on the basis of least overall cost of the total Contract package considering any limitations due to constraints in Works or execution capacity determined in accordance with the tender capacity as stated in ITT Sub Clause 14.1 (d) and post-qualification criteria as stated under ITT Clause 55.
53. Price Comparison	53.1	The lowest-priced Tender among the technically and financially responsive Tenders through ITT Clause 49 shall be determined as the Lowest Evaluated Responsive Tender and shall be recommended for issuance of the Notification of Award subject to successful Post-Qualification verification under ITT Sub Clause 55.
	53.2	In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tender Evaluation Committee shall initially examine the possible presence of collusive practices, and if such practices are found, further actions shall be taken in accordance with Rule 149 of the PPR 2025.
	53.3	Where there is a tie in the lowest evaluated bid but no case of the collusive practice is identified, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as delivery period, quality of Goods delivered, complaints history and performance indicators could be taken into consideration.
	53.4	In the event that there is a tie for the lowest price and none of the Tenderers has the record of past performance with the Procuring Entity as stated under ITT Sub Clause 53.3, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.
	53.5	The successful Tenderer shall not be selected through lottery under any circumstances.
54. Negotiations	54.1	No negotiations shall be held generally during the Tender evaluation or award, with the lowest or any other Tenderer.
	54.2	In exception to the provisions of ITT Sub Clause 54.1, the Tender Evaluation Committee shall conduct negotiations with the lowest responsive Tenderer if the he/she submits his/her tender price, full or partial, quoting any foreign currency(ies).
	54.3	During the Negotiation, Tenderer shall clarify and, if required by the TEC, provide rational proof on the origin of each gross portions of Goods or related services so that the Tender Evaluation Committee can become satisfied on compliance of ITT Sub Clause 24.1.
	54.4	If the Tender Evaluation Committee is not satisfied with Tenderer's submitted currency(ies) linked with any or all portions of Goods or related services, then they shall recommend to convert that portion of Contract price to Bangladeshi currency (BDT) using the selling exchange rates established by the Bangladesh Bank, on the date of Tender opening.
	54.5	If the Tenderer does not accept recommendations made by the TEC as described in ITT Sub Clause 54.4, his/her Tender shall be considered as 'Non-responsive'.
55. Post-qualification	55.1	The determination on Post-qualification shall be based upon an examination and verification of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clauses 25, 27 and 28, clarifications as stated under ITT Clause 44 and the qualification criteria indicated in ITT Clauses 12 to 15. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
	55.2	An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in non-responsiveness of the Tenderer's Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform the Contract satisfactorily, if awarded.

	55.3	TEC may verify information contained in the Tender by visiting the premises of the Tenderer as a part of the post qualification process, if practical and appropriate.
	55.4	The objective of any visit under ITT Sub-Clause 55.3 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).
	55.5	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 34 and may proceed for re-Tendering, using a revised Tender Document designed to achieve a more successful result.
56. Procuring Entity's Right to accept any or to reject any or All Tenders	56.1	The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to contract award following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.
57. Rejection of All Tenders	57.1	The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 57.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.
	57.2	All Tenders can be rejected, if - (a) the price of the lowest evaluated Tender exceeds the official estimated cost, 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 contract within the stipulated time in its Tender, though the stipulated time is reasonable and realistic; or (d) all Tenders are non-responsive; or (e) If, in the tendering process or in the tender documents, any defect, deviation, or inconsistency is observed, which appears to hinder the objective of public procurement should the procurement process be continued; or (f) Evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 149 of the Public Procurement Rules, 2025.
	57.3	Notwithstanding anything contained in ITT Sub-Clause 57.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
	57.4	A Procurement Entity may pursuant to Rule 48 of the Public Procurement Rules, 2025, on justifiable grounds, annul the Procurement proceedings prior to the deadline for the submission of Tenders.
	57.5	All Tenders received by the Purchaser shall be returned unopened to the Tenderers in the event Procurement proceedings are annulled under ITT Sub-Clause 57.4.
58. Informing Reasons for Rejection	58.1	Notice of the rejection will be given promptly within three (3) working days of decision taken by the Head of the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

G. Contract Award

59. Award Criteria	59.1	The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to all the requirements of 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 in accordance with ITT Clause 55.
	59.2	Tenderer will not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Documents, to change its price, or otherwise to modify its Tender.
60. Procuring Entity's	60.1	The Procuring Entity, within the amount approved, reserves the right at the time of Contract

Right to Vary Quantities		Award to increase or decrease the quantity per item of Goods originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentage specified in the **TDS,** and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.
61. Notification of Award	61.1	Prior to the expiry of the Tender Validity period and within three (3) working days of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer.
	61.2	The NOA, (**Form PG4-9**) attaching the Contract Agreement as per the sample (**Form PG4-10**) to be signed, shall state: (a) the acceptance of the Tender by the Procuring Entity; (b) the price at which the contract is awarded; (c) the amount of the Performance Security and its format; (d) the date and time within which the Performance Security shall be furnished; and (e) The date and time within which the Contract shall be signed.
	61.3	In the event, the Tenders were invited for one (1) or more items on an “item-by-item” basis, contract(s) will comprise the corresponding item(s) awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s) covering the corresponding item(s).
	61.4	In the event, the Tenders were invited for a single lot , contract will comprise the corresponding items in the lot awarded to the successful Tenderer and, Contract will be signed with the successful Tenderer of the lot, covering the item(s).
	61.5	In the event, the Tenders were invited for a number of lots on a “lot-by-lot” basis, contracts will comprise the corresponding items in a lot awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s) per lot, covering the corresponding item(s).
62. Reporting on Contract Awarding	62.1	Immediately, but no later than 24 hours, after issuing the Notification of Award, the Procuring Entity shall, for the information of other tenderers and procurement-related stakeholders, publish the contract award details **Format PG4-B** on the his/her notice board or on its own website, as well as on the BPPA website. Such information shall remain displayed on the notice board or retained on the website for at least twenty-eight (28) days.
63. Performance Security	63.1	Performance Security shall be provided by the successful Tenderer in BDT currency and within the timeline as mentioned in the **TDS.**
	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 123 (6) of the Public Procurement Rules, 2025.
	63.3	The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for Contractor’s failure to complete its obligations under the Contract.
	63.4	In the event a Government owned enterprise as stated under ITT Sub Clause 5.10 is the successful Tenderer, there shall be Security Deposit as specified in the **TDS**, in lieu of the Performance Security, as stated under ITT Sub Clause 63.1
64. Form and Time Limit for Furnishing of Performance Security	64.1	Performance Security, as stated under ITT Clause 63, may be in the form of a Bank Draft, or a Pay Order or an irrevocable unconditional Bank Guarantee in the format (**Form PG4-11**), without any alteration, issued by **an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable** pursuant to Rule 36(4) of the Public Procurement Rules, 2025 acceptable to the Procuring Entity.
	64.2	Within the timeline mentioned in the TDS from the issuance of the NOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 63.1 or 63.2.
65. Validity of Performance Security	65.1	Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Intended Completion Date as specified in Tender Document.
	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 Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the Bank issuing the Pay Order or Bank Draft or irrevocable unconditional Bank Guarantee in

		specified format.
	66.2	In case of Performance Security being found unauthentic, measures shall be taken following ITT Sub Clause 4.4.
67. Retention Money and Contractual Security	67.1	Upon the completion of delivery of Goods and subsequent acceptance by the TEAC, the Procuring Entity shall deduct from the payment certificate, a retention amount at the percentage rate as mentioned in **TDS**.
	67.2	The Performance Security mentioned in ITT Sub Clause 63.1 and the money to be retained as per ITT Sub Clause 67.1 will together be considered as the Contractual Security.
	67.3	The Contractual Security against the contract shall not go beyond the amount mentioned in the **TDS** unless it is recommended by the TEC to extend as mentioned in ITT Sub Clause 67.4.
	67.4	The Procuring Entity shall increase the amount of the Contractual Security on the recommendation of TEC above the amounts as per Rule 36(2) of the PPR 2025.
68. Contract Signing	68.1	At the same time as the Procuring Entity issues the NOA, the Procuring Entity will send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer.
	68.2	Within the timeline mentioned in the **TDS** from the issuance of the NOA but not later than the date specified therein, the successful Tenderer and the Procuring Entity shall sign the contract.
	68.3	Failure of the successful Tenderer to submit the Performance Security, as stated under ITT Sub Clause 63.1, or to sign the Contract, as stated under ITT Sub Clauses 68.1 and 68.2, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.
69. Notification of Contract Signing	69.1	Immediately, but no later than three (3) days after the signing of contract, the Procuring Entity shall publish the contract-related information, in the format prescribed in **Format PG3-C** on the his/her notice board or on its own website. The Procuring Entity shall also publish, on the BPPA website or web portal, the contract-related information together with details of the beneficial ownership of the successful Tenderer. This information shall be kept posted in the notice board or websites for at least thirty (30) days.
70. Debriefing of Tenderers	70.1	Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her, without disclosing information about any other Tenderer.
	70.2	In the case of debriefing, confidentiality of the evaluation process shall be maintained.
71. Adjudicator	71.1	The Procuring Entity proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at an indicative hourly fee and for those reimbursable expenses as specified in the **TDS**.
72. Right to Complain and appeal	72.1	Tenderer has the right to complain and appeal in accordance with the Sections 29 and 30 of Public Procurement Act 2006 and the Rule 72 of Public Procurement Rules, 2025. The Procuring Entity shall cause to dispose of the complaint and appeal in accordance with the provisions of Section 30 of Public Procurement Act 2006 and Rules 72-77 of Public Procurement Rules, 2025.

Section 2. Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics and under lined mentioned for the relevant ITT clauses.	
ITT Clause	**Amendments of, and Supplements to, Clauses in the Instruction to Tenderers**
A. General	
ITT 1.1	The Purchaser is :***Managing Director, Bangladesh Cable Shilpa Ltd., Khulna*** The Name of Tender: **Procurement of Raw Materials for Manufacturing of Telecomm. Copper Cables, Optical Fiber Cables, HDPE Duct and Electrical Overhead Conductor.** Tender Ref. no: **14.37.0000.000.702.07.0879.26.1698 dated 26-07-2026** The name of lots are:

Lot No.	Name of Raw Material	Quantity
1	Colored Optical Fiber, Single Mode (G652D), Different Colors	60,000 KM
2	Virgin Black Polyethylene Granules (HDPE) For Outer Jacket of OFC	198 M. Ton
3	Virgin Black Polyethylene Granules (MDPE) For Outer Jacket of OFC	198 M. Ton
4	Virgin HDPE-RT Granules, Natural Color (Pipe Grade)	198 M. Ton
5	Virgin Black Polyethylene Granules, HDPE (PE 100) HDD Pipe Grade.	396 M. Ton
6	Fiber Reinforcement Plastic (FRP) Rod (Size 0.9mm & 2.1mm)	10,000 KM
7	Galvanized Steel Wire Rope (Size: 7 x 0.9 mm & 7 x 1.0 mm)	105 M. Ton
8	PE Color Master Batch (Different Color)	5.5 M. Ton
9	Water Blocking Tape (Size 22mm)	10.5 M. Ton

ITT 3.1	The source of fund is **BCSL's Own Fund.**
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	The following are the offices of the Purchaser for the purpose of providing the Tender Document: **1. Dhaka Liaison Office, Bangladesh Cable Shilpa Limited, Nilkhet Telephone Exchange Building (1st Floor), Dhaka-1205, Phone No-0088-02-9615501, Mobile: 01550059620/ 01739152828.** **2. Cash Section, Accounts Dept., Bangladesh Cable Shilpa Ltd., Shiromoni Industrial Area, Khulna. Telephone No. 024-77707230Ext. 206, 01550059638**

ITT 9.1	For **clarification of Tender purposes** only, the Purchaser's address is: Attention: General Manager (Purchase & Marketing) Address: Bangladesh Cable Shilpa Ltd., Shiromoni Industrial Area, Khulna Phone No. 880-2477707250, 01711066077/01550059625, Electronic mail address:**dmpurbcsl702@gmail.com, procurement.bcsl@gmail.com**
ITT 10.1	A Pre- Tender meeting shall not be held.
C. Qualification Criteria	
ITT 13.1(a)	The Tenderer shall have a minimum of **5(Five) years** of overall experience in the supply of Raw Materials. **It must be supported with Tenderer's registration/constitution/licensing in its country of origin.**
ITT 13.1(b)	The Tenderer shall have satisfactory supply experience of minimum **2(Two) contracts** of similar raw materials **in the last 05(Five) years,** each with a value of at least 60% of Quoted price in USD. Years counting backward from the date of publication of IFT in the newspaper. **It must be supported with Completion Certificate (s)/Sales Contract/Purchase Order issued, or duly certified by the relevant Purchaser.**

<table>
<tr><td>ITT 13.1(c)</td><td>The minimum supply and/or production capacity of Goods is/ are:
<table>
<tr><th>Lot No.</th><th>Name of Raw Material</th><th>Quantity</th></tr>
<tr><td>1</td><td>Colored Optical Fiber, Single Mode (G652D), Different Colors</td><td>120,000 KM</td></tr>
<tr><td>2</td><td>Virgin Black Polyethylene Granules (HDPE) For Outer Jacket of OFC</td><td>396 M. Ton</td></tr>
<tr><td>3</td><td>Virgin Black Polyethylene Granules (MDPE) For Outer Jacket of OFC</td><td>396 M. Ton</td></tr>
<tr><td>4</td><td>Virgin HDPE-RT Granules, Natural Color (Pipe Grade)</td><td>396 M. Ton</td></tr>
<tr><td>5</td><td>Virgin Black Polyethylene Granules, HDPE (PE 100) HDD Pipe Grade.</td><td>792 M. Ton</td></tr>
<tr><td>6</td><td>Fiber Reinforcement Plastic (FRP) Rod (Size 0.9mm & 2.1mm)</td><td>20,000 KM</td></tr>
<tr><td>7</td><td>Galvanized Steel Rope Wire (Size: 7 x 0.9 mm & 7 x 1.0 mm)</td><td>210 M. Ton</td></tr>
<tr><td>8</td><td>PE Color Master Batch (Different Color)</td><td>11 M Ton</td></tr>
<tr><td>9</td><td>Water Blocking Tape (Size 22mm)</td><td>21 M. Ton</td></tr>
</table></td></tr>
<tr><td>ITT 14.1(b)</td><td>For minimum amount of liquid asset or working capital or credit facility is 100% of quoted price; it must be supported with a Bank Solvency Certificate/Audited balance sheet.</td></tr>
<tr><td>ITT 15.1</td><td>The maximum of percentage of Goods allowed to be subcontracted: N/A.</td></tr>
<tr><td colspan="2"><h2>D. Preparation of Tender</h2></td></tr>
<tr><td>ITT 20.1</td><td>The Tender prepared by the Tenderers will comprise the following:
(a) The Tender Submission Letter (Form PG4-1), as stated under ITT Sub Clause 21.1;
(b) The Tenderer Information as stated under ITT Clauses 5, 25 and 27 (Form PG4-2);
(c) The priced Schedule for each lot (Form PG4-4A, 4-4B, 4-4C and PG4-4D) in accordance with ITT Clauses 21, 23 and 24;
(d) The Tender Security as stated under ITT Clauses 30, 31 and 32.
(e) The completed Specifications Submission and Compliance Sheet (Form PG4-5) as stated under ITT clause 26.2;
(f) The alternatives, if permissible, as stated under ITT Clause 22;
(g) The written confirmation authorizing the signatory of the Tender including National ID to commit the Tenderer if applicable, as stated under ITT Clause 35;
(h) The Valid Trade license;
(i) The Tenderer shall submit with its Tender the following documents as a proof of fulfilling taxation obligations in accordance with ITT Sub Clause 5.5;
i. TIN certificate;
ii. Acknowledgement slip issued by the competent income tax authority as a proof of submission of income tax return for the Assessment Year as mentioned in the TDS; and
iii. Value Added Tax registration certificate/ Business Identification Number.
(j) Documentary evidence as stated under ITT Clause 25, 26 and 27 establishing the Tenderer’s eligibility, eligibility and conformity of the Goods and the minimum qualifications of the Tenderers required to be met for due performance of the Goods under the Contract;
(k) Document establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 5.10 in case of government owned entity;
(l) 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.
(m) 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;
(n) 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;
(o) 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 PG4-4A, 4B, 4C and PG4-4D) as, applicable, furnished in Section 5: Tender and Contract Forms;
(p) Any other document as specified in the TDS.</td></tr>
<tr><td>ITT 20.1(i)</td><td>Income Tax Assessment Year shall be 2024-2025</td></tr>
</table>

ITT 20.1(P)	The Tenderer shall submit with its Tender the following additional documents: I. *Sealed & signed original Tender Document (which was issued by BCSL) by a person duly authorized to sign on behalf of the tenderer.* II. *Registration /Certificate of Incorporation /Trade licence in its country of origin / relevant documents as documentary evidence to satisfy experience criteria as stated in ITT 13.1(a).* III. *Completion Certificate (s)/Sales Contract/Purchase Order issued, or duly certified by the relevant Purchaser as documentary evidence to satisfy experience criteria as stated in ITT 13.1(b).* IV. *Bank Solvency Certificate/Audited balance sheet to satisfy experience criteria as stated in ITT 14.1(b).* V. *Full technical specifications as per section-7.* VI. *Original Printed Product brochure/catalogue of the manufacturer.* VII. *Certificate from principal authorizing agent to participate in the tender.* VIII. *Tender documents purchase money receipt in original.* IX. *Warranty Declaration Certificate* X. *Supply/Production Capability Certificate.* XI. *Declaration of Country of Origin.* XII. *Valid ISO Certificate of manufacturer & Principle's.* XIII. *Valid indenting registration certificate from Chief Controller of Import & Export (CCI&E), Up to-date Trade license, VAT registration certificate, up-to-date Income Tax certificate, Membership Certificate from Bangladesh Indenting Agents' Association of local agent.* XIV. *Manufacturers' authorization of the goods if bidder is not manufacturer.* ***It must be supported by updated ISO Certificate.*** XV. *Tenderer's original proforma invoice shall be enclosed with offer.*
ITT 22.1	Alternatives *shall be* permitted. ***Note: "A tenderer may submit alternatives only with a tender for the base case. The Purchaser shall only consider the alternatives offered by the Tenderer whose tender for the base case was determined to be the lowest responsive evaluated tender."*** ***"Offer of alternatives shall be permitted only for alternative technical specification complying with base technical specification parameter and schedule of requirement specified in the tender documents."***
ITT 23.3	Tenders are being invited for **09 (Nine) lots** on "lot-by-lot" basis. **Each lot will be a separate tender.** Tenderer may submit their tender for any or all lots under this tender document. Separate tender and tender security will however be required to be submitted against each lot.
ITT 23.6	Price quoted for each lot shall correspond at least to *100%* of the items specified for each lot and correspond at least to *100 %* of the total lot value.
ITT 23.8	N/A
ITT 28.1(e)	The required information regarding claims under litigation shall be current or during the last **05 years.**
ITT 23.15(c) **ITT 23.16 (c)** **ITT 23.17 (e)**	Final destination (Project Site)": **BCSL Factory, Khulna, Bangladesh.**
ITT 23.16 (a)	Place of Destination: **As per Schedule of Requirement.**
ITT 23.16 (d)	In addition to the CIF/CIP price specified in ITT 23.12(a), the price of the Goods manufactured outside Bangladesh shall be quoted: **CFR/CPT/C&F basis.**
ITT 24.3	Name of the foreign currency: USD or GBP or EUR or JPY. Offer received in currencies other than US Dollar shall be converted in US Dollar at the exchange rate prevailing on the date of the opening of the tender for tender evaluation.
ITT 26.3(b)	Spare parts are: N/A.
ITT 27.1(g)	**Every Manufacturer must have a valid and updated ISO Certificate. If the bidder is not the manufacturer, it must obtain an Authorization Letter from the manufacturer authorizing it to supply the goods under this tender.**
ITT 27.1(h)	After sales service is: N/A
ITT 27.1(j)	N/A

<table>
<tr><td>ITT 28.1</td><td>The Tender validity period shall be 45(Forty Five) days.</td></tr>
<tr><td>ITT 30.1</td><td>The amount of the Tender Security shall be USD or equivalent BD Taka in favour of Bangladesh Cable Shilpa LImited, Khulna:
<table>
<tr><th>Lot No.</th><th>Name of Raw Material</th><th>Amount of Tender Security</th></tr>
<tr><td>1</td><td>Colored Optical Fiber, Single Mode (G652D), Different Colors</td><td>USD 12,000.00</td></tr>
<tr><td>2</td><td>Virgin Black Polyethylene Granules (HDPE) For Outer Jacket of OFC</td><td>USD 4,000.00</td></tr>
<tr><td>3</td><td>Virgin Black Polyethylene Granules (MDPE) For Outer Jacket of OFC</td><td>USD 4,000.00</td></tr>
<tr><td>4</td><td>Virgin HDPE-RT Granules, Natural Color (Pipe Grade)</td><td>USD 4,100.00</td></tr>
<tr><td>5</td><td>Virgin Black Polyethylene Granules, HDPE (PE 100) HDD Pipe Grade.</td><td>USD 8,000.00</td></tr>
<tr><td>6</td><td>Fiber Reinforcement Plastic (FRP) Rod (Size 0.9mm & 2.1mm)</td><td>USD 1,400.00</td></tr>
<tr><td>7</td><td>Galvanized Steel Rope Wire (Size: 7 x 0.9 mm & 7 x 1.0 mm)</td><td>USD 2,200.00</td></tr>
<tr><td>8</td><td>PE Color Master Batch (Different Color)</td><td>USD 300.00</td></tr>
<tr><td>9</td><td>Water Blocking Tape (Size 22mm)</td><td>USD 400.00</td></tr>
</table></td></tr>
<tr><td>ITT 35.1</td><td>In addition to the original of the Tender, 02(Two) copies shall be submitted.</td></tr>
<tr><td colspan="2"><h2>E. Submission of Tender</h2></td></tr>
<tr><td>ITT 36.2</td><td>The inner and outer envelopes shall bear the following additional identification marks :
The tenderer shall submit the original and each copy of the tender in separate envelopes duly marking the envelopes as "original" and "copy".
The marked "original" and "copy" tender shall then be sealed in an outer envelope marked as follows:
Managing Director
Bangladesh Cable Shilpa Limited,
BCS City Office, Nilkhet Telephone Exchange Building (1stFloor),
Dhaka-1205, Bangladesh.
The outer envelope shall in addition to tenderer's name bear the following identification:
1. Identification of tender Number
2. Name of Raw Materials along with Lot Number</td></tr>
<tr><td>ITT 36.7</td><td>Tenderer shall not have the option of submitting their tender electronically.</td></tr>
<tr><td>ITT 36.7</td><td>N/A</td></tr>
<tr><td>ITT 37.1</td><td>For <u>Tender submission purposes</u>, the Purchaser’s address is:
Managing Director,
Bangladesh Cable Shilpa Limited,
Dhaka Liaison Office,
Nilkhet Telephone Exchange Building (1st Floor),
Dhaka-1205, Bangladesh.
The deadline for submission of Tenders is 11.00 a.m. on 31 August, 2026.</td></tr>
<tr><td colspan="2"><h2>F. Opening and Evaluation of Tenders</h2></td></tr>
<tr><td>ITT 40.1</td><td>The Tender opening shall take place at (always the primary place):
Dhaka Liaison Office, Bangladesh Cable Shilpa Limited, Nilkhet Telephone Exchange Building (1stFloor), Dhaka-1205, Phone No-02-9615501.
At 11.15 a.m. on 31 August, 2026.</td></tr>
<tr><td>ITT 40.9</td><td>N/A</td></tr>
<tr><td>ITT 48.1</td><td>N/A</td></tr>
<tr><td>ITT 49.6</td><td>N/A</td></tr>
<tr><td colspan="2"><h2>G. Award of Contract</h2></td></tr>
<tr><td>ITT 60.1</td><td>The maximum percentage by which quantities per item may be increased is 20%
The maximum percentage by which quantities per item may be decreased is 20%</td></tr>
</table>

ITT 63.1	The amount of Performance Security shall be **10 (Ten) present of the Contract Price.** The successful Tenderer shall furnish the Performance Security for the due performance of the Contract within 28 days of issuance of the Notification of Award (NoA).
ITT 63.4	The Security Deposit shall be deducted @ ten (10) percent from the successful Tenderer's (any government enterprise) payable invoices during Contract implementation, if awarded the Contract.
ITT 67.1	The Procuring Entity shall deduct from the payment certificate, a retention amount at the percentage rate of ten (10) percent from the payment certificate as Retention Money: **N/A**
ITT 67.3	The Contractual Security against the contract shall not go beyond ten (10) percent of the contract price.
ITT 68.2	The successful Tenderer shall sign the contract with the Procuring Entity within 35 days of issuance of the Notification of Award (NoA).
ITT 71.1	The name and address of the office where complaints to the Purchaser are to be submitted is: Attention: **Mr. Md. Shohidul Islam, Managing Director** Address: Bangladesh Cable Shilpa Ltd., Shiromoni Industrial Area, Khulna

Section 3: General Conditions of Contract

A. General

1. Definitions	1.1	In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms: (a) **Act means** The Public Procurement Act, 2006 (Act 24 of 2006). (b) **Adjudicator** is the expert appointed jointly by the Procuring Entity and the Supplier to resolve disputes in the first instance, as provided for in GCC Sub Clause 46.2. (c) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract; (d) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein; (e) **Contract Documents** means the documents listed in GCC Clause 7.1, including any amendments thereto. All documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. (f) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract; (g) **Cost** means all expenditures reasonably incurred or to be incurred by the Supplier, whether on or off the point of delivery, including overhead, taxes, duties, fees and such other similar levies including corresponding incidental charges and premiums for banking and insurances, as applicable. (h) **Day** means calendar day unless otherwise specified as working days. (i) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract; (j) **Force Majeure** means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Supplier; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more as included in GCC Clause 37; (k) **GCC** means the General Conditions of Contract. (l) **Government** means the Government of the People's Republic of Bangladesh. (m) **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; (n) **"Head of the Procuring Entity"** means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, or as applicable, Divisional Commissioner, Deputy Commissioner, District Judge; or by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act; (o) **Procuring Entity** means an Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the **PCC**; (p) **PCC** means the Particular Conditions of Contract; (q) **Related Services** means Services linked to the supply of Goods contracts; (r) **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;

		(s) **Supplier** means a Person under contract with a Procuring Entity for the supply of Goods and related services under the Act; (t) **Site** means the point(s) of delivery named in the **PCC.** (u) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail. (v) **Verified Report** means the report submitted by the Purchaser to the Head of the Purchaser setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Interpretation	2.1	In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.
	2.2	Entire Agreement: The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 7.1(i).
	2.3	Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
	2.4	Non-waiver: (a) Subject to GCC Sub Clause 2.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
	2.5	Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
3. Communications & Notices	3.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the **PCC**.
	3.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
	3.3	A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

4. Governing Law	4.1	The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
5. Governing Language	5.1	The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or *Bangla*. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.
	5.2	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
6. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	6.1	The Government, and the Development Partner, if applicable, requires that the Procuring Entity as well as the Tenderers and Suppliers (including manufacturers, sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
	6.2	For the purpose of GCC Sub Clause 6.2 the terms set forth below as follows– (a) "Corrupt practice" means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the

		intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in this Rule; (b) “Fraudulent practice” means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution; (c) “Collusive practice” means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition; (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” means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the Bangladesh Public Procurement Authority Act, 2023.
	6.3	Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 14 days’ notice to the Supplier, terminate the Supplier’s employment under the Contract and the provisions of Clause 41 shall apply as if such expulsion had been made under Sub-Clause 41.1 (Termination for Default).
	6.4	If corrupt, fraudulent, collusive, coercive or obstructive practice of any kind, determined by the Procuring Entity or the Development Partner (if applicable) against the Supplier alleged to have carried out such practices, the Procuring Entity and/or the Development Partner shall; (a) exclude the Supplier from further participation in the particular Procurement proceeding; or (b) Declare, at its discretion, the Supplier to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
	6.5	The Supplier shall be aware of the provisions on corruption, fraudulence, collusion, coercion and of the Public Procurement Act, 2006, the Public Procurement Rules, 2025 and in case of Development Partner financed contract, the Procurement Guidelines of the Development Partner.
	6.6	The Supplier (including its manufacturers, sub-contractors, agents, personnel, consultants and service providers) shall permit the Government and/or the Development Partner to inspect the Supplier’s accounts and records and other documents relating to the submission of Tender and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner, if so required.

7. Documents Forming the Contract and Priority of Documents	7.1	The following documents forming the Contract shall be in the following order of precedence, namely: (a) The signed Contract Agreement; (b) The Notification of Award; (c) The Completed Tender; (d) Particular Conditions of Contract; (e) General Conditions of Contract; (f) Technical Specifications; (g) Drawings; (h) Priced Schedule and Schedule of Requirements and; (i) Other Documents including correspondences listed in the **PCC** forming part of the Contract.
8. Scope of Supply	8.1	Subject to the **PCC,** the Goods to be supplied shall be as specified in **Section 6: Schedule of Requirements.**
	8.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the Goods and related services as if such items were expressly mentioned in the Contract Agreement.
9. Assignment	9.1	The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the Procuring Entity's prior written consent.
10. Eligibility	10.1	The Supplier and its Subcontractor(s) shall have the nationality of a country other than that specified in the **PCC.** A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
	10.2	All Goods and related services to be supplied under the Contract shall have their origin in the countries except any specified in the **PCC**.
	10.3	For the purpose of the GCC Clause 10.2, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

11. Gratuities / Agency fees	11.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or in the Contract, have been given or received in connection with the procurement process or in the Contract execution.
12. Confidential Details	12.1	The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	12.2	Any document, other than this Contract itself, enumerated in GCC Clause 12.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.
13. Trademark, Patent and Intellectual Property Rights	13.1	The Procuring Entity should not be liable for any infringement of intellectual property rights arising from use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must indemnify and hold the Procuring Entity free and harmless against such claims and shall not be in contravention of Trademark Act, 2009 and Patent and Design Act, 1911.
14. Copyright	14.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
15. Subcontracting	15.1	Any subcontracting arrangements made during contract implementation and not disclosed at the time of the Tendering shall not be allowed.
	15.2	Subcontracting of any portion of the Goods shall not relieve the Supplier from any liability or obligations that may arise from its performance.
	15.3	Supplier shall retain full responsibility for the contract and cannot pass any contractual obligations to the Subcontractor and under no circumstances assignment of the contract to the Subcontractor be

		allowed.
	15.4	Subcontractors shall comply with the provisions of GCC Clause 6 and 10.
16. Supplier's Responsibilities	16.1	The Supplier shall supply all the Goods specified in the Scope of Supply as stated under GCC Clause 8 and the Delivery and Completion schedule, as stated under GCC Clauses 21 and 22 in conformity with the provisions of the Contract Agreement specified in the **PCC**.
17. Procuring Entity's Responsibilities	17.1	Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals and other license from local public authorities, the Procuring Entity may, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. However, the supplier shall bear the costs of such permits and/or licenses.
	17.2	The Procuring Entity shall pay the Supplier, in consideration of the provision of Goods, the Contract Price under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
	17.3	The main responsibilities of procuring Entity in conformity with the provisions of the Contract Agreement is specified in the **PCC**.
18. Issue change order, Order for Additional Delivery	18.1	The Procuring Entity may at any time order the Supplier through notice in accordance with GCC Clause 3, to make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where goods to be delivered under the Contract are to be specifically manufactured for the Procuring Entity provided that; i. The goods to be furnished are to be specifically manufactured for the government in accordance therewith; ii. The change is an improvement of the goods and advantageous to the Government; iii. It is done at no extra cost; and iv. It is not prejudicial to the losing Tenderers in the sense that such change/s could not have been foreseen during the conduct of the tendering and would have significantly affected the other tenderer's tender; (b) the method of packing; (c) the place(s) of delivery of goods and related services; and (d) The related services to be provided by the Supplier.
	18.2	Such amendment may or may not result to an increase or a decrease of the contract price, and/or an extension or reduction of the delivery period. However, the amendment should not have the result of changing the subject matter of the contract or the specifications of the goods or services, in any material aspect and to such an extent that, if introduced during the Tendering stage, may have had a significant effect on other Tenderer's tender, because this situation would actually require another tendering activity.
	18.3	Any of the following circumstances may serve as basis for such amendment/s or change order: (a) Emergency cases, fortuitous events or unforeseen contingencies arising during contract implementation, and such contingencies have an impact on the procurement at hand, such as: i. Changes in the conditions affecting the contract, e.g., a change in the place of delivery; ii. Time is of the essence in the implementation of the contract, and any changes require immediate implementation; and iii. Additional requirements have been identified as necessary for the protection of the goods procured, such as changes in the packaging of the goods, or additional items have become necessary to ensure that the goods are sufficiently protected from the elements; (b) When the contract does not reflect the real intention of the parties due to mistake or accident, and the amendment is necessary to reflect the party's intention; and (c) Other analogous circumstances that could affect the conditions of the procurement at hand

	18.5	The Procuring Entity may, in exceptional circumstances, issue additional delivery order where the items already been procured through competitive method of an additional quantity within warranty period provided that prices are still the most advantageous to the Procuring Entity after price verification.
	18.4	The Supplier shall, under no circumstances, proceed to commence the delivery of Goods under GCC Sub Clause 18.1 and 18.2 unless it has been approved by the **Approving Authority** or authority next higher, as appropriate.
19. Order for Change Order/Additional Delivery	19.1	If any change under GCC Sub Clause 18.1 causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, as applicable. The contract should be modified as stated under GCC Clause 45.
	19.2	If the amendment to order consists of additional items, the price adjustment shall be based on the unit price in the original contract for items of goods similar to those in the original contract. If the contract does not contain any rate applicable to the additional items, then suitable prices shall be mutually agreed upon between the parties, based on prevailing market prices.
	19.3	It is required, however, that any increase in contract price must not exceed ten percent (10%) of the original contract price.
20. Packing and Documents	20.1	The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract and in accordance with existing industry standards. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	20.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Sub Clause 20.1, including additional requirements, if any, specified in the **PCC**, and in any subsequent instructions ordered by the Procuring Entity.
	20.3	The outer packaging must contain a "Packing List" which must reflect the actual contents of the package.
21. Delivery and Documents	21.1	Subject to GCC Clause 18, the delivery of the Goods and completion of the related services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the **PCC.**
	21.2	The details of shipping and other documents to be furnished by the Supplier shall be specified in the PCC, and shall be received by the Purchaser at least one week before arrival of the Goods and, if not received the Supplier shall be responsible for consequent expenses.
22. Acceptance	22.1	Acceptance by the Procuring Entity shall be processed not later than fourteen (14) working days from receipt of the goods at final destination in the form of an Acceptance Certificate as per format PG3-D, unless any defects in the supply, any damage during transportation or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier as stated under GCC Clause 30 and 31. In such cases the Acceptance Certificate will be issued only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the Supplier has remedied the defects and/or any non-conformity under GCC Clause 30 and GCC Clause 31.
	22.2	Technical Examination and Acceptance Committee (TEAC), constituted by the Procuring Entity, shall commence the inspection, examination and acceptance process within twenty-four (24) hours from delivery of the goods, and complete the same as soon as practicable.
23. Contract Price	23.1	The Contract Price shall be as specified in the **PCC** subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
	23.2	During evaluation, tender has excluded and not taken into account: (a) In the case of Goods manufactured in Bangladesh, VAT payable on account of Supplier, which will be payable on the goods if a contract is awarded to the Tenderer; (b) in the case of Goods manufactured outside the Bangladesh, already imported or to be imported, customs duties, import VAT and other import taxes levied on the imported Good, VAT, which will be payable on the Goods if the contract is awarded to the Tenderer.

	23.3	The Contract price will include all the costs paid or payable as stated under GCC Clause 23.2.
	23.4	Prices charged by the Supplier for the Goods delivered and the related services performed under the Contract shall not vary from the price as stated under GCC Sub Clause 23.1, with the exception of any change in price resulting from a Variation Order or Order for Additional Delivery issued under GCC Clause 18 and 19.
24. Transportation	24.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements, defined as the Site, transport to such place of destination, including insurance, other incidental costs, and temporary storage, if any.
	24.2	If not in accordance GCC Clause 24.1, responsibility for transportation of the Goods shall be as specified in the ***INCOTERM*** indicated in the Price Schedule or any other trade terms specify the responsibilities of the Purchaser and Supplier as specified in **PCC**.
25. Terms of Payment	25.1	The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the **PCC**.
	25.2	The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and related services performed, and accompanied by the documents as stated under GCC Clause 21 and 22 and upon fulfilment of any other obligations stipulated in the Contract Agreement.
	25.3	Payments shall be made promptly by the Procuring Entity, but in no case later than the days indicated in the **PCC** after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
	25.4	The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the tender price is expressed.
	25.5	In the event that the Procuring Entity fails to pay the Supplier any payment by its respective due date or within the period as stated under GCC Sub Clause 25.3, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate specified in the **PCC**, for the period of delay until payment has been made in full.
26. Insurance	26.1	The Goods supplied under this Contract shall be fully insured by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery until their acceptance by the Procuring Entity.
	26.2	If not in accordance GCC Clause 26.1, the insurance coverage shall be as specified in the INCOTERM indicated in the Price Schedule or any other insurance provisions as specified in **PCC**.
27. Taxes and Duties	27.1	The Supplier shall be entirely responsible for all applicable taxes, custom duties, VAT, license fees, and other levies imposed or incurred inside or outside Bangladesh.
	27.2	In the event that the rate of any direct or indirect tax (including, but not limited to, income tax, VAT, customs duties, etc.) is altered by virtue of any law, regulation, order, or other legal instrument, the Contract Price shall, subject to the approval of the Head of the Procuring Entity, be adjusted (either upward or downward) so as to ensure that the net amount payable to the Supplier remains unaffected by such legal changes.
	27.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bangladesh, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
28. Performance Security	28.1	The Procuring Entity shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
	28.2	The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more. (a) The Supplier is in breach of the Contract and the Procuring Entity has duly notified him or her; and (b) The Supplier has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.
	28.3	In the event as stated under GCC Sub Clause 28.2, the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the security.
	28.4	If there is no reason to call the security, the security shall be discharged by the Procuring Entity and returned to the Supplier not later than seven (7) days following the date of making the final payment to the Supplier under the Contract and subject to the issuance of the Acceptance Certificate by the Procuring Entity,

29. Retention Money	29.1	The Procuring Entity shall retain an amount from the payable amount due to the Supplier at the percentage specified in the **PCC** until successful expiration of the Warranty period as mentioned in GCC Sub Clause 32.3.
	29.2	The Retention Money shall only be released after the expiry of the Warranty Period pursuant to GCC Clause 32, provided that the Goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met. (a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect. i. For example, a ball pen that does not write is patently defective. (b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is "hidden" or one that is not immediately determinable. ii. For example, a ball pen that writes 0.75 km instead of the expected 1.5 km, has a latent defect.
	29.3	If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 32.7, the Procuring Entity may proceed to call upon the security without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.
30. Specifications and Standards	30.1	The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 7, Technical Specification and in Section 8, Drawings, if any.
	30.2	If there is no applicable standard, the Goods must conform to the authoritative standards appropriate to the Good's country of origin. Such standards must be the latest issued by the concerned institution.
	30.3	Subject to the GCC Clause 18, the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
	30.4	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specification. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated under GCC Clause 18.
31. Inspections, Examinations and Tests	31.1	The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. The **PCC** and Technical specifications shall specify what tests the Procuring Entity requires and where they are to be conducted. The Supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests of the Goods as are specified in the Contract.
	31.2	The Supplier shall provide the Procuring Entity with a report of the results of any such test.
	31.3	The Procuring Entity may engage external agents for the purpose of conducting inspection of Goods, provided that the Procuring Entity shall bear all of its costs and expenses.
	31.4	The Procuring Entity or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 30.1, provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance.
	31.5	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
	31.6	The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract, but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery and Completion Schedule and the other obligations so affected.
	31.7	The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the

		Procuring Entity, upon giving a notice under GCC Sub Clause 31.5.
	31.8	The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report as stated under GCC Sub Clause 31.2, shall relieve the Supplier from any warranties or other obligations under the Contract.
32. Warranty	32.1	The Supplier warrants that all the Goods supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the design and/or material required by the Procuring Entity provides otherwise under GCC Clause 18.
	32.2	The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bangladesh.
	32.3	In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or such other period as may be specified in the **PCC**.
	32.4	The Warranty Period of the Supplies shall start from the date of completion of delivery in the form of submission by the Supplier and acceptance by the Procuring Entity, of the Delivery Chalan
	32.5	The Warranty Periods may vary among the various items and lots. The warranty for Goods delivered earlier will expire earlier than the succeeding deliveries.
	32.6	The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
	32.7	Upon receipt of such notice, the Supplier shall, within the period specified in the **PCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
	32.8	If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 32.7, the Purchaser may proceed to call upon the Retention Money without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract and under the applicable law.
	32.9	Retention Money under GCC Clause no 29 shall only be released after the lapse of the warranty period, provided that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met. (a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect. i. For example, a ball pen that does not write is patently defective. (b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is “hidden” or one that is not immediately determinable. i. For example, a ball pen that writes .75 kilometres instead of the expected 1.5 kilometres, has a latent defect.
33. Extension of Delivery and Completion Schedule	33.1	The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the **TDS.**
	33.2	If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services as stated under GCC Clause 21 and GCC Sub Clause 33.1, the Supplier shall promptly notify the Procuring Entity in writing. It must state therein the cause/s and duration of the expected delay. The Procuring Entity shall decide whether and by how much to extend the time. In all cases, the request for extension shall be submitted before the lapse of the original delivery date.
	33.3	Within twenty-one (21) days of receipt of the Supplier’s notice, the Procuring Entity shall evaluate the situation and may grant time extensions, if based on justifiable grounds, without liquidated damages.
	33.4	The Procuring may extend up to thirty percent (30%) of the original contract time. above 30% of the original contract time as mentioned in GCC Sub Clause 33.1.

	33.5	In the case an extension of the original delivery schedule required under GCC Sub Clause 33.1 is or will be more than thirty (30) percent but not beyond one hundred (100) percent additional to the original Contract time, approval of the Head of the Procuring Entity or an officer authorized by him or her for the same shall be required.
	33.6	In exceptional cases, where an extension of the original contract time required under GCC Sub Clause 33.1 is or will be more than one hundred (100) percent of the original Contract time, approval of the Secretary of the concerned ministry or division for the same shall be required.
	33.7	Except in case of Force Majeure, as provided under GCC Clause 37, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of Liquidated Damages pursuant to GCC Clause 34, unless an extension of the Delivery and Completion Schedule is agreed upon, pursuant to GCC Clause 33.
34. Liquidated Damages	34.1	Except as provided under GCC Sub Clause 38, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule under GCC Clause 33, the Procuring Entity shall, as Liquidated Damages or Delay Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the undelivered Goods and related services or part thereof delivered after the Delivery and Completion Schedule or as extended. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated damages from payments due to the Supplier. Payment of Liquidated damages shall not affect the Supplier's liabilities.
35. Limitation of Liability	35.1	Except in cases of criminal negligence or wilful misconduct, (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.
36. Adjustment for Changes in Legislation	36.1	Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the adjustment of Contract Price where applicable, under GCC Clause 23.
37. Force Majeure	37.1	In this Clause, "Force Majeure" means an exceptional event or circumstance: (a) which is beyond a Party's control; (b) which such Party could not reasonably have provided against before entering into the Contract; (c) which, having arisen, such Party could not reasonably have avoided or overcome; and (d) Which is not substantially attributable to the other Party.
	37.2	Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below: (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (ii) rebellion, terrorism, sabotage by persons other than the Supplier's Personnel, revolution, insurrection, military or usurped power, or civil war; (iii) riot, commotion, disorder, strike or lockout by persons other than the Supplier's Personnel; (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Supplier's use of such munitions, explosives, radiation or radio-activity, and

		(v) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity; (vi) freight embargoes; (vii) Acts of the Government in its sovereign capacity.
	37.3	The Head of Procuring Entity decides the existence of a Force Majeure that will be the basis of the issuance of order for suspension of Supply as stated under GCC Sub Clause 40.2.
38. Notice of Force Majeure	38.1	If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice within fourteen (14) days after the party became aware, to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented.
	38.2	The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
	38.3	Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
39. Duty to Minimise Delay	39.1	Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.
	39.2	A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
40. Consequences of Force Majeure	40.1	The Supplier shall not be liable for forfeiture of its security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure
	40.2	The Procuring Entity may suspend the delivery or contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary due to Force Majeure as defined in the Contract.
	40.3	Delivery shall be made either upon the lifting or the expiration of the suspension order. However, if the Procuring Entity terminates the contract as stated under GCC Clause 40, resumption of delivery cannot be done.
	40.4	After receiving notice under GCC Sub Clause 37.1, the Procuring Entity shall proceed to determine these matters under the provisions of the Contract.
	40.5	Adjustments in the delivery or contract schedule and/or contract price, Including any need to modify contract under GCC Clause 45.
41. Termination for Default	41.1	The Procuring Entity, without prejudice to any other remedy for fundamental breach of Contract, by giving fourteen (14) days written notice of default sent to the Supplier, may terminate the Contract in whole or in part if any of the following events (but not limited to) occurs: i. the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33; or ii. the Supplier does not maintain a Security, which is required; or iii. the Supplier fails to perform any other obligation under the Contract; or iv. the Supplier, in the judgement of the Procuring Entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practice as defined in GCC Clause 6, in competing for or in executing the Contract; or v. the deductible amount due to Liquidated Damages reaches its maximum as stated under GCC Sub Clause 33 vi. The Supplier has assigned any subcontractor for any part or the full of scope under this contract after the contract has been signed.
	41.2	Termination of a contract for default is without prejudice to other remedies available to the Purchaser for breach of contract, such as payment of liquidated and other damages, if there are grounds for the latter.
	41.3	If any of the events pointed out under GCC Sub Clause 41.1 or any such event that is not listed in that clause but can be deemed as a fundamental breach of a contract happens, the affected party shall notify (first notice- Notice of Default) the defaulted party of such event and its intention to terminate the contract making reference(s) to the relevant GCC Clauses and ask the defaulted party the reason why the affected party will not terminate the contract with a 21-day timeline from the issuance of the first notice to provide any clarification.

	41.4	If the Procuring Entity receives a reasonable clarification on the breaching event from the Supplier or the Supplier attempts and accomplishes any remedial action to mitigate the breach event, the Procuring Entity may affirm the contract without limiting its right to terminate the contract for any other fundamental breach by the Supplier.
	41.5	If the Procuring Entity does not receive any response or receive an unacceptable clarification on the breach event, it may terminate the contract mentioning an immediate effective date through a final notice.
	41.6	The final notice (Notice of Termination) will be issued by the Procuring Entity getting approval from the Head of the Procuring Entity and the Supplier shall not perform any activity after issuance of that notice.
	41.7	The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.
	41.8	In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 41.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs as mentioned in the **PCC** for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.
42. Termination for Insolvency	42.1	The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.
43. Termination for Convenience	43.1	The Procuring Entity, by giving twenty-one (21) days written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring Entity's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
	43.2	Any of the following circumstances may constitute sufficient grounds to terminate a contract for conveniences: (a) If Physical and economic conditions have significantly changed so as to render the contract no longer economically, financially or technically feasible, as determined by the Head of Purchaser; (b) The Head of Purchaser has determined the existences of conditions that make contract implementation impractical and/or unnecessary, such as, but not limited to , fortuitous event/s, change in laws and government policies; (c) Funding for the contract has been withheld or reduced; (d) Any circumstances analogous to the foregoing.
	43.3	The Goods that have been delivered and/or performed or are ready for delivery or performance within twenty-one (21) days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect: (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier
	43.4	The expiration of the Delivery and Completion Schedule, initiation of amicable settlement of disputes, adjudication and arbitral proceedings under the set terms and conditions shall not be deemed a termination of the contract.
44. Procedures for Termination of Contracts	44.1	The following provisions shall govern the procedures for termination of this Contract as stated under GCC Clauses 41,42 and 43: (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Purchaser shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached; (b) Upon recommendation by the Purchaser, the Head of the Purchaser shall

		terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state: i. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same; ii. the extent of termination, whether in whole or in part; iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and iv. Special instructions of the Purchaser, if any. (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report; (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Purchaser a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Purchaser shall issue an order terminating this Contract; (e) The Purchaser may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice; (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Purchaser shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and (g) The Head of the Purchaser may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Purchaser.
45. Amendment to Contract	45.1	The amendment to Contract shall generally include equitable adjustments in original Contract price, Delivery and Completion Schedule and, any other changes acceptable under the conditions of the Contract.
	41.2	The Procuring Entity shall amend the Contract, incorporating the changes approved in accordance with the Delegation of Financial Power or sub-delegation thereof and, introduced to the original terms and conditions of the Contract.
46. Settlement of Disputes	46.1	<u>Amicable Settlement:</u> The Procuring Entity and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
	46.2	<u>Adjudication:</u> (a) If the Supplier /Procuring Entity believe that amicable settlement of dispute is not possible between the two parties, the dispute shall be referred to the Adjudicator within fourteen (14) days of first written correspondence on the matter of disagreement; (b) The Adjudicator named in the **PCC** is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the **PCC** shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party; (c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it; (d) The Supplier shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the Procuring Entity shall reimburse half of these fees through the regular progress payments; (e) Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Supplier. In case of disagreement between the

			Procuring Entity and the Supplier the Adjudicator shall be designated by the Appointing Authority designated in the **PCC** at the request of either party, within fourteen (14) days of receipt of a request from either Party.
	46.3	Arbitration (a) (b)	 If the Parties are unable to reach a settlement under GCC Clause 46.1 or 46.2 within twenty-eight (28) days of the first written correspondence on the matter of disagreement or within twenty-eight (28) days of the date of decision made by the Adjudicator as per GCC Sub Clause 46.2(c), then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 46.3(b); The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the **PCC**.

Section 4. Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.	
GCC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
GCC 1.1(o)	The Procuring Entity is **Managing Director, Bangladesh Cable Shilpa Ltd., Shiromoni Industrial Area, and Khulna-9206**.
GCC 1.1(t)	The site(s)/point(s) of delivery is/are: **As per Schedule of Requirement.**
GCC 3.1	For **notices**, the Purchaser's contact details shall be: Attention: General Manager (Purchase & Marketing) Address: Bangladesh Cable Shilpa Ltd., Shiromoni Industrial Area, Khulna-9206. Phone No. 880-2477707250, 01711066077/01550059625, Electronic mail address:**dmpurbcsl702@gmail.com, procurement.bcsl@gmail.com.**
	For **notices**, the Supplier's contact details shall be: Attention: Address: Telephone: Facsimile number: Electronic mail address:
GCC 7.1(i)	The following documents shall also be part of the Contract: **Performance Security, Tender/Proposal (Offer) of the Contractor and All Correspondences between purchaser and Contractor prior to signing of the contract.**
GCC 8.1	The Scope of Supply shall be defined in Section 6, Schedule of Requirements. **Note:** At the time of awarding the Contract, the Procuring Entity shall specify any change in the Scope of Supply with respect to Section 6, Schedule of Requirements included in the Tender Document. Such changes may be due, for instance, if the quantities of Goods and related services are increased or decreased at the time of awarding the Contract pursuant to ITT Sub Clause 59.1
GCC 10.1	The Supplier or the Subcontractor that is a national of, or registered in, the following countries are not eligible: **Israel and countries having no diplomatic relation with the Government of Bangladesh.**
GCC 10.2	Goods and related services to be supplied shall not have their origin in the following countries: **Israel and countries having no diplomatic relation with the Government of Bangladesh.**
GCC 16.1	Responsibility of the Supplier is to ***supply raw material as per contract agreement. Supplier will bear all cost up to CFR Mongla Sea Port/Chattogram Sea Port/beanpole Land Port including Freight and all charge of local agent of Shipping line.***
GCC 17.3	Responsibility of the Procuring Entity is: ***Procuring Entity will arrange discharge from customs and will bear transportation cost from Destination port to BCSL Factory premises. PE will also bear the insurance cost for the said consignment.***

GCC 20.2	The packing, marking and documentation inside and outside the packages shall be: **<u>Packing</u>** a) The supplier shall provide such packing of the goods as is required to prevent their damage or detonation during transit by sea/Land, rail road etc. The packing shall also be sufficient to withstand. Without limitation, rough handling during transit and exposure to rain, extreme temperature, salt and precipitation during transit and open storage. Considering the remoteness of the good's final destination and the absence of heavy handling facilities, individual packing case/bundle weight should preferably be within 1 (one) metric ton. This limitation will not however be applicable where the nature of goods does not so permit. The supplier shall replace free of cost any materials received short/damaged due to improper packing. b) The Packing List, showing the contents of each package, must be placed ina waterproof cover and secured to the outside of each package. **<u>Shipping Marks</u>** A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows: a) Port of Loading, b) Port of Destination, c) Name and address of Purchaser, d) Country of origin, e) Gross weight, f) Net weight, i) Measurement of Package.
GCC 21.1	**Details of shipping and documents to be furnished by the Supplier shall be:** Upon shipment, the Supplier shall notify the Purchaser through e-mail:**dmpurbcsl702@gmail.com** and the Insurance Company M/s.Sadharan Bima Corporation, Khulna through e-mail: **sbclo.kln@gmail.com** regarding full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. along with 01(one) set non-negotiable shipping documents. **The Supplier shall send the following original shipping documents to the LC opening Bank:** 1. 3 (Three) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; 2. 3(three) original and 3(Three) Copies of the negotiable, clean, on-board bill of lading/AWB/Consignment Note marked **"Freight Pre-paid including all local charge of Destination port"** and 01(one) copies of non-negotiable bill of lading; 3. 3(three) copies of the packing list identifying contents of each package including Net Weight and Gross Weight; 4. Insurance declaration; 5. Manufacturer's or Supplier's warranty certificate; 6. Inspection certificate issued by Manufacturer; 7. 03(three) copies including one original Certificate of Origin from the chamber of commerce/competent authority. 8. 1(one) copy of Bill of Exchange. **Notes:** The Supplier shall ensure that the documents to be sent are free from any discrepancy. In case of any discrepancy in the documents, the Supplier shall be responsible for any consequent expenses, such as additional bank charges, additional demurrage at port owing to delayed clearance of goods etc. The negotiable and the non-negotiable documents shall be signed by the concern authorities. The above documents shall be received by the Purchaser at the latest 7(Seven) days before arrival of the goods at the Mongla/Chattogram Sea Port, Bangladesh and if not so received, the Supplier will be responsible for any expenses resulting from any delay in custom clearance caused thereby and extension of the period of insurance coverage by corresponding period of delay or for any demurrage paid by the Purchaser for such delay.
GCC 23.1	The original Contract price is: **As per NOA.**

GCC 25.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied from abroad:** Payment on account of supply and delivery of supplied materials shall be made through an irrevocable commercial letter of credit to be opened by the Purchaser in favor of the Manufacturer/Supplier. Bank charges for initial opening of letter of credit will be borne by the Purchaser and other charges including L/C confirmation charge by a third/guarantor bank related to L/C outside Bangladesh shall be borne by the Manufacturer/Supplier. Any Bank charges for revalidation or amendment of the Letter of Credit on the request of the supplier shall be exclusively borne by the supplier and not by the buyer. It however, the relevant Letter of Credit is not opened in accordance with the terms of Contract/Purchase order and any amendment/extension is required to be done the relevant expenditure will be borne by the buyer. Bank charges for withdrawal against Letter of Credit established by the buyer will be borne by the supplier. All risks insurance including standard warehouse to the site of supply covering the period of Air/Inland/Marine Transportation will be provided by Buyer who will pay all the cost and expenses related to insurance. Payment of foreign currency portion shall be made in ***(US Dollar)*** in the following manner: One Hundred (100%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in **GCC Clause 23**. **Payment for Goods supplied from Bangladesh:** One Hundred (100%) percent of the Contract Price of the Goods delivered shall be paid through Cheque in favor of the Supplier after acceptance by concerned department.
GCC 25.3	Payments shall be made in no case later than the 45 days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
GCC 25.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be [*Indicate the days*] days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. The interest rate that shall be applied is [%] percent ; **NOT APPLICABLE**
GCC 26.2	The insurance coverage shall be borne by the purchaser from the port of shipment up to final destination.
GCC 29.1	The portion of payments to be retained is **ten (10) percent** of the contract price: **NOT APPLICABLE for Foreign Bidder/Supplier**
GCC 31.1	The inspections, Examinations and tests shall be : 1. Pre-shipment inspection may be carried out by the BCSL or by the BCSL's authorized "Inspection Agency" at purchaser's cost. But the seller shall provide all sorts of facilities for conducting the inspection work at its factory premises and cost in this regard shall be borne by the bidder / seller. 2. The survey and inspection works at BCSL factory premises shall be jointly carried out by the importer/ importer's C&F agent, supplier's representative (if available) and importer's appointed surveyor to verify and ensure the extent of short supply or damage etc. of the material and if short/defective/damaged delivery is found, the same shall be replaced by the supplier at its own cost or the cost of such goods will be deducted from the performance Guarantee/security deposited by the supplier / supplier's local agent. If the claimed amount does not cover by the performance guarantee, the supplier must return the balance of the claimed amount within 1(one) month time.
GCC 32.3	The Warranty Period shall be **03 (Three) Months** after the goods are delivered to and accepted at the final destination. For purpose of the Warranty, the place(s) of final destination(s) shall be: BCSL, Khulna, Bangladesh.
GCC 32.7	The Supplier shall correct any defects covered by the warranty within ***30 (Thirty)*** of being notified by the Procuring Entity of the occurrence of such defects.
GCC 34.1	The applicable rate for liquidated damages for delay shall be: **2(two) percent of the Contract Price** of the delayed Goods or unperformed Related services for each month of delay until actual delivery or performance.
	The maximum amount of liquidated damages shall be: ***Ten (10%) percent of the Contract Price].***

GCC 41.8	The percentage to apply to the contract value of the Goods not completed, representing the Procuring Entity's additional cost for completing the incomplete Supply, is 20% percent of the revised official estimated cost of the incomplete Supply of Goods.
GCC 46.2(b)&(e)	The name of the Adjudicator is President, Institute of Engineers, Bangladesh. The name of the appointing authority of the Adjudicator will be decided during contract.
GCC 46.3(b)	The rules of procedure for arbitration proceedings shall be as follows:
	(i) Contract with foreign Supplier: GCC 46.3 (b)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.
	(ii) Contracts with Supplier national of the Purchaser's country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Bangladesh, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Bangladesh i.e. Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force.

Section 5. Tender and Contract Forms

Form	Title
	Tender Forms
PG4-1	Tender Submission Letter
PG4-1A	Letter of Authorization
PG4-2	Tenderer Information
PG4-3	Subcontractor Information (*if applicable*)
PG4-4A,4B & 4C	Price Schedule for Goods
PG4-4D	Price Schedule for Related Services
PG4-5	Specifications Submission and Compliance Sheet
PG4-6	Manufacturer's Authorisation Letter
PG4-7	Bank Guarantee for Tender Security (*when this option is chosen*)
PG4-8	Bank's Letter of Commitment for Line of Credit (*when this option is chosen*)
	Contract Forms
PG4-9	Notification of Award
PG4-10	Contract Agreement
PG4-11	Bank Guarantee for Performance Security (*when this option is chosen*)
PG4-12	Bank Guarantee for Advance Payment (*if applicable*)
PG4-13	Contract Amendment

Forms PG4-1 to PG4-8 are the contents of the Tender Forms and should be completed as stated in ITT Clause 20.

Forms PG4-9 to PG4-13 are the contents of the Contract Forms as stated in GCC Clause 7.

Tender Submission Letter (Form PG4-1)

[This format shall be completed and signed by the Tenderer or his/her Authorised Signatory, without alterations, on the Letter-head pad of the Tenderer]

To: *[Contact Person]* *[Name of the Procuring Entity]* *[Address of the Procuring Entity]*	Date:
Invitation for Tender No:	*IFT No.* ______________________
Tender Package No:	*Package No.* __________________
Lot No: (*when applicable*)	*Lot No.* _______________________

We, the undersigned, tender to execute in conformity with the Tender Document, the following Goods, viz:

In accordance with ITT Clause 23 and 24, the following price applies to our Tender:

The Tender price is: ________________________
(ITT Sub Clause 23.9 and 24.1) *[in figures]*

____
[in words]

The advance payment (when applicable) is: ______________________
[insert the amount based on percentage of the Tender Price] *[in words]*

____
(GCC Sub Clause 25.1) *[in words]*

and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form **PG4–12.**

Mandatory Spare Parts Price (When Economic Factor applicable) is: ________________________
(ITT Sub-Clause 49.2 (f) & 49.6 (b)) *[in words]*

____
[in words]

In accordance with ITT Clauses 23, the following discounts shall apply to our Tender:	
The unconditional discount proposed in this package/Lot/other lot(s) of the Tender is:	In Percentage (%).-----------------
The discount shall be equally applicable on all the items of Price Schedule within each lot after arithmetical correction.	

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

(a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 28.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) a Tender Security is attached in the form of a *[state Pay Order, Bank Draft, Bank Guarantee]* in the amount stated in the Tender Data Sheet (ITT Clause 30) and valid for a period of twenty-eight (28) days beyond the Tender Validity date;

(c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated and, in the amount, stated in the Tender Data Sheet (ITT Clause 63) and in the form specified in the Tender Data Sheet (ITT Clause 64) valid for a period of twenty-eight (28) days beyond the date of completion of our performance obligations;

(d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date];* including Addendum to Tender Document No(s) [*state numbers*], issued in accordance with the Instructions to Tenderers (ITT Clause 11). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum has been issued];*

(e) we, including as applicable, Subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Sub Clause 5.1;

(f) we are submitting this Tender as a sole Tenderer;

(g) *we are not a Government owned entity as defined in ITT Sub Clause 5.10*

or

we are a Government owned entity, and we meet the requirements of ITT Sub Clause 5.10;

(h) we declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents in accordance with ITT Sub Clause 5.6;

(i) we, including as applicable Subcontractor for any part of the contract resulting from this Tender process, have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with ITT Sub Clause 5.7;

(j) furthermore, we are aware of ITT Clause 4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;

(k) we intend to subcontract an activity or part of the Goods, in accordance with ITT Clause 15.1 to the following Subcontractor(s);

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

(l) we confirm that we are not currently suspended or debarred in connection with ITT Clause 5.8,

(m) we are not participating as Tenderer in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;

(n) we confirm that currently we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT Sub Clause 5.9;

(o) we, including confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Sub Clause 5.5;

(p) We understand that you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderer, in accordance with ITT Clause 57.

Signature:	*[insert signature of authorised representative of the Tenderer]*
Name:	*[insert full name of signatory with National ID Number]*
In the capacity of:	*[insert capacity of signatory]*
Duly authorised to sign the Tender for and on behalf of the Tenderer	

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

Attachment 1:

[ITT Clause 35]

Written confirmation authorising the above signatory(ies) to commit the Tenderer

Letter of Authorization (Form PG4-1A)

[This is the format for the Letter of Authorization submitted by the tenderer in accordance with ITT Clause 35.3]

Invitation for Tender No: Date:

Tender Package No: Lot No (*when applicable*)

To:
[*Name and address of the Procuring Entity*]

I/We, the undersigned, as the Sole Proprietor/Authorized Partner/Partner-in-Charge/Managing Director/Chairman/Chief Executive Officer of the firm titled [*Insert Name and Address of the firm*], do hereby authorize [*Insert name, designation, address and NID of the person being authorized*] to sign all the documents related with the tender on behalf of the firm. His/her specimen signatures are given below:

*(*signature*)*

1…………………………

*(*signature*)*

2…………………………

*(*signature*)*

3…………………………

(Signature)

Date: *Name, designation, address and NID*

Note:

1. Relevant documentary evidence of authorizing capacity of the signatory of this authorization letter shall be attached.

Tenderer Information (Form PG4-2)

[This format shall be completed and signed by the Tenderer or his/her Authorised Signatory, without alterations, on the Letter-head pad of the Tenderer]

Invitation for Tender No:	*IFT No]*
Tender Package No:	*[Package No]*
Lot No (*when applicable*)	*[Lot No)]*

1.	Eligibility Information of the Tenderer [ITT –Clauses 5 & 25]	
1.1	Nationality of individual or country of registration	
1.2	Tenderer's legal title	
1.3	Tenderer's registered address	
1.4	Tenderer's legal status *[complete the relevant box]*	
	Proprietorship (Please mention name and NID of the proprietor)	
	Partnership (Please mention name and NID of the partners)	
	Limited Liability Concern (Please mention name and NID of CEO or MD and the Directors (members of Board of Directors) and/ or Shareholders (at least 10% shares) of the concern)	
	Government-owned Enterprise	
	Others [please describe, if applicable]	
1.5	Tenderer's year of registration	
1.6	Tenderer's authorised representative details	
	Name	
	National ID number	
	Address	
	Telephone / Fax numbers	
	e-mail address	

1.7	Attached are copies of original documents of : *[check box(es) of the attached original documents]* ☐ *Articles of Incorporation or Registration of firm named in 1.1, in accordance with ITT sub-Clause 5.1and 5.2]* ☐ *In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 5.3* ☐ *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 in accordance with ITT clause 5* ☐ *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 in accordance with ITT Clause 5.* ☐ *A certificate issued by the competent authority of Bangladesh stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number or in lieu any other document acceptable to the Purchaser demonstrating that the Tenderer is a genuine Tax payer and has a VAT registration number as a proof of fulfilment of taxation obligations in accordance with ITT Clause 5 .* ☐ *Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh in accordance with ITT Clause 5.*			
1.8	Litigation [ITT Sub Cause 14.1(a)]			
	A. No pending litigation ☐ [if no pending litigation put Tick Mark in Box]			
	B. Pending litigation			
	Month/ Year	Matter in dispute	Value of Pending Claim…..	
1.9	Tenderer to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 29]		
The following two information are applicable for National Tenderers				
1.10	Tenderer's Value Added Tax Registration (VAT) Number			
1.11	Tenderer's Tax Identification Number (TIN)			
[The foreign Tenderers, in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]				

<table>
<tr><td>2.</td><td colspan="4">Qualification Information of the Tenderer [ITT Clause 27]</td></tr>
<tr><td>2.1</td><td colspan="4">General Experience in the Supply of Goods [State years of experience]</td></tr>
<tr><td rowspan="6">2.2</td><td colspan="4">Specific Experience of satisfactory completion of supply of similar Goods</td></tr>
<tr><td>Contract No

Name of Contract</td><td colspan="3">[insert reference no] of [insert year]

[insert name]</td></tr>
<tr><td>Role in Contract
[tick relevant box].</td><td>Prime Supplier</td><td>Subcontractor</td><td>Management Supplier</td></tr>
<tr><td>Award date
Completion date
Total Contract Value</td><td colspan="3">[insert date]
[insert date]
[insert amount]</td></tr>
<tr><td>Procuring Entity’s Name
Address
Tel
<u>e-mail</u>
Brief description with justifications of the similarity compared to the Procuring Entity’s requirements</td><td colspan="3">[state justification in support of its similarity compared to the proposed supply]</td></tr>
</table>

<table>
<tr><td rowspan="3">2.3</td><td colspan="3">Supply and/or production capacity of Goods are:</td></tr>
<tr><td>Year</td><td>Quantity</td><td>Type of Goods</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td rowspan="5">2.4</td><td colspan="3">Liquid assets available [ITT Sub Clause 14.1(b)]</td></tr>
<tr><td>No</td><td>Source of Financing</td><td>Amount Available</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td colspan="4">In order to confirm the above statements, the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 27.1</td></tr>
<tr><td rowspan="2">2.5</td><td colspan="3">Contact Details [ITT Sub Clause 27.1 (g)]</td></tr>
<tr><td colspan="3">Name, address, and other contact details of Tenderer Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity</td></tr>
</table>

Subcontractor Information Form (Form PG4-3)

[This Form should be completed and signed by each Subcontractor, without alterations, preferably on its Letter-Head Pad]

Invitation for Tender No:	*[IFT No]*
Tender Package No	*[Package No]*
Lot No. (*when applicable*)	*[Lot No]*

1.	Eligibility Information of the Subcontractor [*ITT –Clauses 5 & 25]*	
1.1	Nationality of Individual or country of Registration	
1.2	Subcontractor's legal title	
1.3	Subcontractor's registered address	
1.4	Subcontractor's legal status *[complete the relevant box]*	
	Proprietorship (Please mention name and NID of the proprietor)	
	Partnership (Please mention name and NID of the partners)	
	Limited Liability Concern (Please mention name and NID of CEO or MD and the Directors (members of Board of Directors) and/ or Shareholders (at least 10% shares) of the concern)	
	Government-owned Enterprise	
1.5	Subcontractor's year of registration	
1.6	Subcontractor's authorised representative details	
	Name	
	Address	
	Telephone numbers	
	e-mail address	
1.7	Subcontractor to attach copies of the following original documents	All documents to the extent relevant to ITT Clause 5 and 25 in support of its qualifications
The following two information are applicable for national Subcontractors		

<table>
<tr><td>1.8</td><td colspan="2">Subcontractor’s Value Added Tax Registration (VAT) Number</td><td colspan="2"></td></tr>
<tr><td>1.9</td><td colspan="2">Subcontractor’s Tax Identification Number (TIN)</td><td colspan="2"></td></tr>
<tr><td colspan="5">[The foreign Subcontractors, in accordance with ITT sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]</td></tr>
<tr><td colspan="5">2. Key Activity(ies) for which it is intended to be Subcontracted [ITT Sub Clause 15.1]</td></tr>
<tr><td>2.1</td><td colspan="2">Elements of Activity</td><td colspan="2">Brief description of Activity</td></tr>
<tr><td></td><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td></td><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td>2.2</td><td colspan="4">List of Similar Contracts in which the proposed Subcontractor had been engaged</td></tr>
<tr><td rowspan="5"></td><td>Name of Contract and Year of Execution</td><td colspan="3"></td></tr>
<tr><td>Value of Contract</td><td colspan="3"></td></tr>
<tr><td>Name of Procuring Entity</td><td colspan="2"></td><td></td></tr>
<tr><td>Contact Person and contact details</td><td colspan="2"></td><td></td></tr>
<tr><td>Type of Work performed</td><td colspan="2"></td><td></td></tr>
</table>

Price Schedule for Goods (Form PG4-4A)

[Group A Tenders: Goods Manufactured in Bangladesh]

Invitation for Tender No:		Date:	
Tender Package No:		Package Description:	*[enter description as specified in Section 6]*
Tender Lot No:		Lot Description:	*[enter description as specified in Section 6]*

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

1	2	3	4	5	6	7	8	9	10	11	
Line Item No .	Description of Item	Country of Origin and Manufacturing (Note 1)	Unit of Measurement	Quantity	Unit price EXW *[FC or BDT.]*	EXW price per Line Item (Col. 5 × 6) *[FC or BDT.]*	Inland transportation, Insurance and other local costs for the delivery of the Goods to their final destination *[BDT]*	Cost of local labour, raw materials and components from with origin in Bangladesh	VAT Payable on account of Supplier if the Contract is awarded *[BDT]*	Total Price per line item (Col. 7+8)	
										FC	BDT
[Insert number of the item]	*[Insert name of Goods]*	*[insert country of origin and manufacturing of the Good]*	*[Insert name of the Unit]*	*[Insert number of Unit to be supplied]*	*[Insert EXW unit price, also indicate Currency]*	*[Insert total EXW price per line item]*	*[Insert corresponding price per line item]*	*[Insert cost of local labour, raw material and components as a % of the Col 5]*	*[Insert Supplier's VAT if Contract is awarded]*	*[Insert total price per line item]*	
1											
	Note: Price offered in foreign currency (FC) & Bangladeshi Taka (BDT)							Total Price for Lot			
	Point of Delivery as per Schedule of Requirement: (Note 2)						Period of Delivery as per Schedule of Requirement: (Note 3)				

Note 1*: Country of Origin shall indicate the country of patent registration i.e. the country where the goods are deemed to have originated for trade.*

Note 2: *All unit rates and prices quoted by the Tenderers against each basic item or activity shall include the Tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges and premiums for banking and insurances, as applicable and shall be the delivered price in final destination or at point of delivery and, thus forth the total Tender Price quoted by the Tenderers*

***Note 3**: Tenderer will complete these columns as appropriate following the details specified in Section 6: Schedule of Requirements.*

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

Price Schedule for Goods (Form PG4-4B)
[Group B Tenders: Goods Manufactured outside Bangladesh, to be imported]

Invitation for Tender No:		Date:	
Tender Package No:		Package Description:	*[enter description as specified in Section 6]*
Tender Lot No:		Lot Description:	*[enter description as specified in Section 6]*

B: PRICE OF GOODS (Including Spare Parts, if any) AND DELIVERY SCHEDULE

1	2	3	4	5	6	7	8	9	10	
Line Item No .	Description of Item	Country of Origin and Manufacturing **(Note 1)**	Unit of Measurement	Quantity	Unit price CIP*[insert place of destination]* *Or CIF[insert port of destination]* ***[FC]***	CIF/CIP price per Line Item (**Col. 5 × 6)** ***[FC]***	Inland transportation, Insurance and other local costs for the delivery of the Goods to their final destination ***[BDT]***	VAT Payable on account of Supplier if the Contract is awarded ***[BDT]***	Total Price per line item **(Col. 7+ Col. 8)**	
									FC	BDT
[Insert number of the item]	[Insert name of Goods]	[insert country of origin of the Good]	[Insert name of the Unit]	[Insert number of Unit to be supplied]	[Insert unit price in CIF or CIP, also indicate currency]	[Insert total price per line item]	[Insert corresponding price per line item]	[Insert Supplier's VAT if Contract is awarded] **(If applicable as per VAT Act)**	[Insert total price per line item]	
1										
Note : Price offered in foreign currency (FC) & Bangladeshi Taka (BDT)							Total Price for Lot			
Point of Delivery as per Schedule of Requirement: (Note 2)						Period of Delivery as per Schedule of Requirement: (Note 3)				

Note 1*: Country of Origin shall indicate the country of patent registration i.e. the country where the goods are deemed to have originated for trade.*

Note 2: *All unit rates and prices quoted by the Tenderers against each basic item or activity shall include the Tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges and premiums for banking and insurances, as applicable and shall be the delivered price in final destination or at point of delivery and, thus forth the total Tender Price quoted by the Tenderers.*

Note 3: *The Procuring Authority may also use other INCOTERMs, if deemed necessary, In such case Form PG4-4B, will require to be customized by the Procuring Authority.*

Note 4*: Tenderer will complete these columns as appropriate following the details specified in Section 6: Schedule of Requirements.*

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

Price Schedule for Goods (Form PG4-4C)

[*Group B Tenders: Goods Manufactured outside Bangladesh, already imported*]

Invitation for Tender No:		**Date:**	
Tender Package No:		**Package Description:**	*[enter description as specified in Section 6]*
Tender Lot No:		**Lot Description:**	*[enter description as specified in Section 6]*

C: PRICE OF GOODS (Including Spare Parts, if any) AND DELIVERY SCHEDULE

1	2	3	3	4	5	6	7	8	9	10	11
Line Item No .	Description of Item	Country of Origin and Manufacturing (Note 1)	Unit of Measurement	Quantity	Unit price Including Custom Duties, import VAT & other import taxes already paid *[BDT]*	Custom Duties, import VAT & other import taxes already paid per unit *[BDT]*	Unit Price per line item net of Custom Duties, import VAT & other import taxes already paid *[BDT]* (Col. 5 – Col.6)	Price per line item net of Custom Duties, import VAT & other import taxes already paid *[BDT]* (Col. 4X Col. 7)	Inland transportation, Insurance and other local costs for the delivery of the Goods to their final destination *[BDT]*	VAT Payable on account of Supplier if the Contract is awarded *[BDT]*	Total Price per line item (Col.8+ Col.9) *[BDT]*
[Insert number of the item]	*[Insert name of Goods]*	*[insert country of origin of the Good]*	*[Insert name of the Unit]*	*[Insert number of Unit to be supplied]*	*[Insert unit price including CD & all import taxes]*	*[Insert CD,VAT & import taxes paid per unit] to be supported by documents*	*[insert unit price net of CD,VAT and import taxes]*	*[insert price per line item net of CD, VAT and import taxes]*	*[Insert corresponding price per line item]*	*[Insert Supplier's VAT if Contract is awarded]*	*[Insert total price per line item]*
1											
Note : Price offered in Bangladeshi Taka (BDT)								**Total Price for Lot**			
Point of Delivery as per Schedule of Requirement: (Note 2)						**Period of Delivery as per Schedule of Requirement:** (Note 3)					

Note 1*: Country of Origin shall indicate the country of patent registration i.e. the country where the goods are deemed to have originated for trade.*

Note 2: *All unit rates and prices quoted by the Tenderers against each basic item or activity shall include the Tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges and premiums for banking and insurances, as applicable and shall be the delivered price in final destination or at point of delivery and, thus forth the total Tender Price quoted by the Tenderers*

Note 3*: Tenderer will complete these columns as appropriate following the details specified in Section 6: Schedule of Requirements.*

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

Price Schedule for Related Services (Form PG4-4D)

Invitation for Tender No:		Date:	
Tender Package No:		Package Description:	*[enter description as specified in Section 6]*
Tender Lot No:		Lot Description:	*[enter description as specified in Section 6]*

D: PRICE OF RELATED SERVICES (Including Incidental services, if any) AND COMPLETION SCHEDULE

1	2	3	4	5	6	7	8	9	
Service No.	Description of Related Services (excludes inland transportation and other services required in Bangladesh to convey the goods to their final destination)	Country of Origin	Unit of Measurement	Quantity	Unit price of service *[FC] or [BDT]*	Price per line item of service **(Col. 5 X Col. 6)** *[FC] or [BDT]*	VAT Payable on account of Supplier if the Contract is awarded *[BDT]*	Total Price per line item of service**(Col. 7)**	
								FC	**BDT**
[insert number]	*[insert name of Services]*	*[insert country of origin of the Service]*	*[Insert name of the Unit]*	*[Insert number of Unit to be supplied]*	*[Insert unit price]*	*[Insert price per line item of service]*	*[Insert Supplier's VAT if Contract is awarded]*	*[Insert total price per line item of service]*	
	Note Price offered in foreign currency (FC) & Bangladeshi Taka (BDT)						**Total Price for Lot**		
Point of Completion as per Schedule of Requirement:						**Completion Schedule as per Schedule of Requirement:**			

Note 1: *All unit rates and prices quoted by the Tenderers against each basic item or activity shall include the Tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges and premiums for banking and insurances, as applicable, and shall be the delivered price in final destination or at point of delivery and, thus forth the total Tender Price quoted by the Tenderers.*

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

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

Specifications Submission and Compliance Sheet (Form PG4-5)

Invitation for Tender No:		Date:	
Tender Package No:		Package Description:	*[enter description as specified in Section 6]*
Tender Lot No:		Lot Description:	*[enter description as specified in Section 6]*

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

[The Tenderer should complete all the columns as required]

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

Manufacturer's Authorisation Letter (Form PG4 - 6)

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

[The Tenderer shall include it in its Tender, if so indicated in the ***TDS as stated under ITT Sub Clause 27.1 (g)****]*

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No (*when applicable*):	
To: [Name and address of Procuring Entity]	

WHEREAS

We *[insert complete name of Manufacturer],*

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

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

We hereby extend our full guarantee and warranty as stated under GCC Clause 32 of the General Conditions of Contract, with respect to the Goods offered by the above Tenderer.

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

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

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

Title: *[insert title]*

Date: *[insert date of signing]*

Bank Guarantee for Tender Security (Form PG4-7)

[This is the format for the Tender Security to be issued by any scheduled Bank of Bangladesh without alteration, in accordance with ITT Clause 30 & 31]

Invitation for Tender No: Date:

Tender Package No:

Lot No (*when applicable*)
To:
[Name and address of the Procuring Entity]

TENDER GUARANTEE No: [insert number**]**

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender dated *[date of Tender]* (hereinafter called "the Tender") for the supply of *[description of Goods]* under the above Invitation for Tenders (hereinafter called "the IFT").

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

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

a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
b. failed to furnish Performance Security within the period stipulated in the NOA; or
c. refused to sign the Contract Agreement by the time specified in the NOA; or
d. did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.
e. Involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.

This guarantee will expire

(a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT; or
(b) if the Tenderer is not the successful Tenderer, twenty-eight (28) days after the expiration of the Tenderer's Tender Validity period, being *[date of expiration of the Tender Validity plus twenty-eight (28) days].*

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

Signature Signature

Letter of Commitment for Bank's undertaking for Line of Credit (Form PG4-8)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh, without alterations, in accordance with ITT Clause 27.1(f).]

Invitation for Tender No: Date:

Tender Package No:

Lot No (*when applicable*)

To:

[*Name and address of the Procuring Entity*]

CREDIT COMMITTMENT No: [insert number]

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the execution of the Supply of *[description of Goods]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tenderer's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Tenderer, we *[name and address of the Bank]* do hereby agree and undertake that [*name and address of the Tenderer*] will be provided by us with a revolving line of credit, in case awarded the Contract, for the delivery of Goods viz.[*insert name of Goods*], for an amount not less than BDT[*in figure*] (*in words*) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "**Acceptance Certificate**" by the Procuring Entity.

In witness whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature Signature

Notification of Award (Form PG4-9)

Reference No: Date:

To:

[Name of the successful tenderer]

This is to notify you that your Tender dated [*insert date*] for the supply of the Goods for [*name of Contract*] for the Contract Price of [*state the currency(ies) and amount in figures and in words*] as evaluated in accordance with the Instructions to Tenderers, has been approved by the competent authority.

You are, thus, requested to take following actions:

i. furnish a Performance Security in the specified format and in the amount of [*state the currency (ies) and amount in figures and words*], within [mention number of days as per Rule 123(7)] working days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITT Clause No 63;

ii. Sign the Contract within [*mention number of days* as per Rule 123(11)] days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITT Clause 68.

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

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

Signed
Duly authorized to sign for and or behalf of
[name of Procuring Entity]
Date:

Contract Agreement (Form PG4-10)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

2. The documents forming the Contract shall be interpreted in the following order of priority:

   (a) the signed Contract Agreement
   (b) the Notification of Award
   (c) the completed Tender and the Appendix to the Tender
   (d) the Particular Conditions of Contract
   (e) the General Conditions of Contract
   (f) the Technical Specifications
   (g) the General Specifications
   (h) the Drawings
   (i) the Price Schedules and Schedule of Requirements
   (j) Any other document listed in the **PCC** forming part of the Contract.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the execution and completion of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

	For the Procuring Entity	For the Supplier
Signature		
Name		
National ID No. Title		
In the presence of Name		
Address		

Bank Guarantee for Performance Security (Form PG4-11)

[This is the format for the Performance Security to be issued by ***an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable*** *in accordance with ITT Sub-Clause 63.1 pursuant to Rule 36(4) of the Public Procurement Rules, 2025]*

Contract No: [insert reference number] Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: [insert number]

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called "the Contract"), the execution of Goods *[description of Goods]* under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

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

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

Signature Signature

Bank Guarantee for Advance Payment (Form PG4-12)

[This is the format for the Advance Payment Security to be issued by ***an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable*** *in accordance with GCC Clause 25]*

Contract No: [insert reference number] Date: [insert date]

To:
[insert Name and address of the Procuring Entity]

ADVANCE PAYMENT GUARANTEE No: [insert number]

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called "the Contract"), the execution of Goods *[description of Goods]* under the Contract.

Furthermore, we understand that, according to your Conditions of Contract under GCC Clause 25, the Advance Payment on Contract must be supported by a Bank Guarantee.

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

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

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

[Signatures of authorized representatives of the bank]

Signature Signature

Contract Amendment (Form PG4-13)

[Insert Full Contact Details of the Procuring Entity]

CONTRACT AMENDMENT

Contract No.	
Amendment No.	
Approval Reference No.	

Contract No. [insert number/year] by and between the [insert Procuring Entity's name] and [insert Supplier's legal title] for the contract named [insert name of the Goods] is amended as follows:

1. GCC Clause [insert clause no], is hereby revised as ____
____
____

2. GCC Clause [insert clause no], is hereby revised as ____
____
____

and so on.

The effective date of this Amendment is [insert effective date] or upon execution whichever is later.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT

THIS AMENDMENT, consisting of [insert number] page(s) and [insert number] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Procuring Entity and the Supplier have signed this Amendment.

[Supplier's Authorized Signatory]		[Procuring Entity's Authorized Signatory]	
Signature		Signature	
Title	Date	Title	Date

Section 6. Schedule of Requirements

Invitation for Tender No:		Date	
Tender Package No:			
Lot No (*when applicable*):			

A. List of Goods and Delivery Schedule

When completing Form PG4-4A, 4B & 4C the Tenderer shall quote prices and contract delivery dates for each item against each lot and show each Lot separately, as specified in the List of Goods and Delivery Schedule.)

A. List of Goods and Delivery Schedule

When completing Form PG4-3B the Tenderer shall quote prices and contract delivery dates for each lot separately, as specified in the List of Goods and Delivery Schedule.

Lot No.	Description of Item	Unit	Quantity	Point of Delivery	Delivery (Shipment) Date Required
1	2	3	4	5	6
1	Colored Optical Fiber, Single Mode (G652D), Different Colors	KM	60,000 KM	Any Port of Bangladesh	1st lot within 30 days from the date of Purchase Order.
2	Virgin Black Polyethylene Granules (HDPE) For Outer Jacket of OFC	M. Ton	198 M. Ton	Any Port of Bangladesh	Within 30 days from the date of Purchase Order.
3	Virgin Black Polyethylene Granules (MDPE) For Outer Jacket of OFC	M. Ton	198 M. Ton	Any Port of Bangladesh	Within 30 days from the date of Purchase Order.
4	Virgin HDPE-RT Granules, Natural Color (Pipe Grade)	M. Ton	198 M. Ton	Any Port of Bangladesh	Within 30 days from the date of Purchase Order.
5	Virgin Black Polyethylene Granules, HDPE (PE 100) HDD Pipe Grade.	M. Ton	396 M. Ton	Any Port of Bangladesh	1st lot within 30 days from the date of Purchase Order.
6	Fiber Reinforcement Plastic (FRP) Rod (Size 0.9mm)	KM	4,000 KM	Any Port of Bangladesh	Within 30 days from the date of Purchase Order.
	Fiber Reinforcement Plastic (FRP) Rod (Size 2.1mm)		6,000 KM		
7	Galvanized Steel Rope Wire (Size: 7 x 0.9 mm)	M. Ton	21 M. Ton	Any Port of Bangladesh	Within 30 days from the date of Purchase Order.
	Galvanized Steel Rope Wire (Size: 7 x 1.0 mm)		84 M. Ton		
8	PE Color Master Batch (Different Color)	M. Ton	5.5 M. Ton	Any Port of Bangladesh	Within 30 days from the date of Purchase Order.
9	Water Blocking Tape (Size 22mm)	M. Ton	10.5 M. Ton	Any Port of Bangladesh	Within 30 days from the date of Purchase Order.

Note:

1. All raw materials should **be virgin** and conform to the required technical specification.
2. **All bidders will quote for raw materials considering above point of delivery basis.**
3. **If different destination port is found for single raw materials, then C&F commission and transport cost and other cost (if any) will be considered for evaluation of those raw materials. Decision of BCSL in this regard will be final.**
4. **The bidder must quote the price for every size individually for lot No. 6 & 7 Evaluation for the lot may be size wise individually or combine (average price basis) which is favorable to BCSL. Decision of BCSL in this regard will be final.**
5. **Delivery (Shipment) date will be count form the date of received LC.**
6. **For lot 1 and 5** Maximum 02 (Two) lots are allowed.

7. **Sample:**

6.1. Sample of the raw-material along with manufacturer's quality certificate and specification shall be reached to the **Managing Director, Bangladesh Cable Shilpa Ltd., Shiromoni Industrial Area, Khulna-9206 before / on opening of the tender** and the tenderer must confirm in their offer as to whether sample is sent to BCSL's desired address as mentioned. Tenderer's authorized representative or tenderer's local agent shall release sample from the airport / land port and send it to the BCS-factory at their own cost.

6.2. **After opening date of tender, no sample will be accepted at any circumstances.**

6.3. In case of previous supply of same raw-material with satisfaction **within last 5 (five) years,** the tenderer / supplier does not require to submit sample but should indicate the reference of their previous supply or supplies in the offer. **In case of supply of new grade material,** submission of sample with technical specification is mandatory.

6.4. The tenderer whose supplied sample was found satisfactory but they have not supplied the raw material within last 02(two) years, that tenderer / supplier have to submit new fresh sample of raw material for participation in the tender.

6.5. If any bidder fails to supply sample as per above terms, its offer will be rejected.

8. If it is necessity to the purchaser that the raw material needs to procure within shortest possible time, then the importer/purchaser may open a conditional L/C wherein the condition **"LC Payment will be made after submission of Performance Guarantee (PG) as NOA to the applicant (the importer)"** will be mentioned. After submission of PG, the importer will send a letter/e-mail to withdraw the condition and 100% payment at sight will be made on presentation of the clean set of original shipping documents.

9. Country of Origin, Name of Manufacturer, Port of shipment, delivery Period must be mentioned in the Tender.

10. Tenderer must submit a proven track record for last 3 (Three) years of supplying same type of materials with the address of the client.

11. Generally partial shipment will not be allowed. In case of necessity of purchaser or new supplier of raw material in BCSL, new grade of raw material etc., the purchaser may **issue a letter to get confirmation to deliver the raw materials in partially as per requirement of purchaser and in this case, payment of partial shipment will be paid after reaching the consignment at BCSL factory premise**. In that case, the supplier/principal must be agreed to deliver the raw materials in partially and payment terms for the interest of BCSL. Otherwise, the submitted tender security will be forfeited.

12. The Free Detention period for container and equipment at Destination Port must be at least 14(fourteen) days. Terminal handling Charge will be included in Freight Charge and must be mentioned "Freight and THC prepaid" in B/L.

13. If the consignment arrives at Mongla Sea port/Chattogram Sea port before reaching the connected original shipping documents, demurrage from the arrival date of consignment at the port warehouse as well as shipping agent (if any) for late receipt of shipping documents will be borne by the supplier/local agent.

B. List of Related Services and Completion Schedule: N/A

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

When completing Form PG4-4D the Tenderer shall quote prices and Completion date for services for each item against each lot

Item No.	Description of Related Services	Unit of Supply	Quantity of Units Required	Point at which Services are required	Required Completion Date (s) for Services
1	**2**	**3**	**4**	**5**	**6**
	Procuring Entity's Option for delivery terms is:				*[note 1]*
Lot No 1: *[enter description]*					
	[add as many rows and details as there are individual items in the Lot]	*[note 2]*	*[note 2]*		
Lot No 2: *[enter description]*					
	[add as many rows and details as there are individual items in the Lot]				

Note 1: Delivery period starts from the date of contract signing

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

Section 7. Technical Specifications

1. TECHNICAL SPECIFICATION OF COLOURED OPTICAL FIBER (Single Mode G652D), Different Colors:

Characteristics:
Operation capacity over the full optical spectrum from 1260-1625nm, more usable wavelengths, increased transmission capacity, support of DWDM, compatible with existing 1310nm equipment, good protection and excellent strip force stability, low splicing loss and high splicing efficiency.

Characteristics	Conditions	Specified Value	Units
Optical Characteristics			
Attenuation	1310 nm	≤0.34	[dB/Km]
	1383 nm	≤0.31	[dB/Km]
	1550 nm	≤0.20	[dB/Km]
	1625 nm	≤0.23	[dB/Km]
Attenuation vs. Wavelength	1285-1330 nm	≤0.03	[dB/Km]
Max. ∝ difference	1525-1575 nm	≤0.02	[dB/Km]
Chromatic Dispersion Co-efficient	1285-1340 nm	≥ -3.0 , ≤3.0	[ps/(nm-Km)]
	1550 nm	≤18	[ps/(nm-Km)]
	1625 nm	≤22	[ps/(nm-Km)]
Zero Dispersion wavelength		1312±10	[nm]
Zero dispersion slope		≤0.090	[ps/(mn^2-km)]
Typical value		0.086	[ps/(mn^2-km)]
PMD			
Maximum Individual Fibre		≤0.2	[ps/√km]
Link Design Value (M=20.Q=0.01%)		≤0.1	[ps/√km]
Typical value		0.04	[ps/√km]
Cable cutoff wavelength Acc		≤1260	[nm]
Mode field diameter (MFD)	1310 nm	9.2±0.4	[μm]
	1550 nm	10.4±0.5	[μm]
Effective group index of refraction (N_{eff})	1310 nm	1.466	
	1550 nm	1.467	
Geometrical Characteristics			
Cladding diameter		124.8±0.7	[μm]
Cladding non-circularity		≤0.7	[%]
Coating diameter		245±5	[μm]
Coating-cladding concentricity error		≤12.0	[μm]
Coating non-circularity		≤6.0	[%]
Core-cladding concentricity error		≤0.5	[μm]
Curl (radius)		≥4	[m]
Environmental Characteristics (1310 nm, 1550 nm & 1625 nm)			
Temperature dependence Induced attenuation at	- 60°C to +85°C	≤0.05	[dB/km]
Temperature-humidity cycling Induced attenuation at	- 10°C to +85°C, 98% RH	≤0.05	[dB/km]
Water soak dependence Induced attenuation at	23°C, for 30 days	≤0.05	[dB/km]
Damp heat dependence Induced attenuation at	85°C and 85% RH, for 30 days	≤0.05	[dB/km]
Dry heat aging at	85°C	≤0.05	[dB/km]
Mechanical Specification			
Tensile Strength (Proof test)	off line	≥9.0	[N]
		≥1.0	[%]
		≥100	[kpsi]
Macro-bend induced attenuation			
1 turn around a mandrel of 32 mm diameter	1550 nm	≤0.05	[dB]
100 turns around a mandrel of 50 mm diameter	1310 nm & 1550 nm	≤0.05	[dB]
100 turns around a mandrel of 60 mm diameter	1625 nm	≤0.05	[dB]
Coating strip force	typical average force	1.7	[N]
	peak force range	≥1.3 ≤8.9	[N]
Dynamic stress corrosion susceptibility parameter n_d		≥20	

- The above fiber should colored with thickness of max-5 μm.
- 12 (twelve) colored optical fibers of above characteristics will be procured.
- Test Report of each spool/reel must be submitted with packing list.

Country of origin: Japan, China, USA, UK, France, Australia, Switzerland, Italy and Germany or equivalent.

H S Code: 9001.10.10

Packing: Standard Air-worthy/Sea-worthy packing should be made by supplier containing of **49.00 Km** colored optic fiber per reel. Name of color of fiber & fiber length per reel must be mentioned outside on each reel/bobbin.

Dimension of Plastic Reel/Bobbin:

a) Flange diameter	: 266.00 mm
b) Barrel diameter	: 170.0 mm
c) Shaft hole diameter	: 25.40 mm
d) Outside Width	: 176.80 mm
e) Traverse Width	: 150.00 mm

Sample: At least **10(ten) km Colored Optical** fiber of no commercial value with detailed specifications & technical leaflets / brochure having extrusion temperature gradients and quality of the products from the manufacturer should be submitted **on or before the date of tender opening.** Also the bidder must provide evidence of country of origin of the product.

2. TECHNICAL SPECIFICATION OF VIRGIN BLACK POLYETHYLENE GRANULES (HDPE) FOR OUTER JACKET OF OFC:

The raw material shall be used for OFC Cable (IEC-60793) outer Jacket production.

Specification:

SL. No.	Properties	Unit	BCSL Specification	Testing method
1	Melt flow Index (190 ºC @ 2.16 Kg)	g/10 min.	0.4~0.6	ASTM-D-1238
2	Density @ 23 ºC	g/cm^3	0.945 - 0.960	ASTM-D-1505
3	Tensile Strength at Break	MPa	≥ 24	ASTM-D-638
4	Elongation at break	%	≥ 500	ASTM-D-638
5	ESCR(50°C, 10% Igepal) (FO= no crack)	H	≥ 500	ASTM-D-1693
6	Oxidation induction period at 200 ºC	min	≥ 30	ASTM-D-3895
7	Content of Carbon Black	%	2.60±0.25	ASTM-D-1603
8	Dielectric Strength	Mv/m	≥ 25	ASTM-D-149
9	Volume Resistivity	Ω.m	≥ $1X10^{14}$	ASTM-D-257
10	Dielectric Constant	-	≤ 2.75	ASTM-D-1505
11	Durometer Hardness (15 s)	Shore D	52~55	ASTM-D-2240

N. B. The material should be suitable enough to produce smooth surface of cable sheathing at high speed (minimum 75 meter per minute).

Packing: The material would be supplied in **500 Kg Carton/box with inside PE** liner on wooden pallet in containers to avoid materials losses in transit. Other Sea worthy & moisture barrier packing (to be mentioned clearly) may be allowed.

Sample: Sample **(min. 50 kg)** of no commercial value with detailed specifications with technical leaflets / brochure having extrusion temperature gradients and quality of the products from the manufacturer should be submitted at least **on or before the date of tender opening**. Also the bidder must provide evidence of country of origin of the product.

3. TECHNICAL SPECIFICATION OF VIRGIN BLACK POLYETHYLENE GRANULES (MDPE) FOR OUTER JACKET OF OFC:

The raw material shall be used for OFC Cable (IEC-60793) production.

Specification:

SL. No.	Particulars / Properties	Unit	BCSL Specification	Test Method
1	Density	g/cm^3	0.936 ~ 0.940	ASTM-D-1505
2	Melt Flow Rate (2.16 kg, 190ºC)	g/10 min	0.50 – 0.70	ASTM-D-1238
3	Tensile Strength	MPa	≥ 20	ASTM-D-638
4	Elongation at Break	%	≥ 500	ASTM-D-638
5	Volume Resistivity	Ω.cm	1.0×10^{16}	ASTM-D-257
6	Melting Temperature Range	ºC	170 - 200	-
7	Mould Shrinkage	%	< 3.5	-
8	ESCR (50ºC, 10% Igepal) (FO= No Crack)	h	≥ 5000	ASTM-D-1693
9	Oxidative induction period/200ºC	min	≥ 30	ASTM-D-3895
10	Carbon black content	%	2.60 ± 0.25	ASTM-D-1603
11	Durometer Hardness (15 s)	Shore D	52~55	ASTM-D-2240

N. B. The material should be suitable enough to produce smooth surface of cable sheathing at high speed (minimum 75 meter per minute).

Packing: The material would be supplied in **650 Kg paper Carton/box with inside PE liner on wooden pallet** in containers to avoid materials losses in transit. Other Sea worthy & moisture barrier packing (to be mentioned clearly) may be allowed.

H S Code: 3901.20.10

Sample: Sample **(min. 50 Kgs)** of no commercial value with detailed specifications with technical leaflets / brochure having extrusion temperature gradients and quality of the products from the manufacturer should be submitted **on or before the date of tender opening**. Also the bidder must provide evidence of country of origin of the product.

4. TECHNICAL SPECIFICATION OF VIRGIN HDPE-RT, NATURAL COLOUR (PIPE GRADE):

HDPE-RT is a natural, bimodal HDPE for applications at raised temperature, with excellent process ability for high speed extrusion lines with excellent output. It is used for manufacturing of flexible pipes in domestic and industrial application.

Specification:

SL. No.	Particulars / Properties	Unit	BCSL Specification	Test Method
1	Density @ 23ºC	g/cm^3	0.940 ~ 0.944	ASTM-D-1238
2	Melt flow index (190ºC, 5.0 kg)	g/10 min	0.60 ~ 0.80	ASTM-D-1505
3	Tensile Strength	MPa	> 24	ASTM-D-638
4	Elongation at Break	%	> 800	ASTM-D-638
5	Tensile Stress at Yield	MPa	> 20	ASTM-D-638
6	Flexural Modules	MPa	> 850	-
7	Notched Izod Impact Strength @23ºC	J/m	> 300	ISO 179-1
8	Hardness	Shore D	> 60	ASTM D2240
9	ESCR F50 (10% Igepol)	hr	> 800	ASTM-D-1693
10	Oxidation Induction Time (210ºC)	min	≥ 40	ASTM-D-3895
11	Color	-	Natural	-
12	Melting Temperature	ºC	-	-

Packing: Most secured sea worthy and strong packing durable rough handling on the way. The ram materials shall be supplied in **"650 Kgs Jumbo bags (Net Material) on strong wooden pallet and Jumbo bags will be wrapped by strong polyethylene of 3 or 4 layer with wooden pallet"** so that every jumbo bag could be loaded/unloaded by fork lifter and shall be of well exportable packing for safe transportation by ship to its destination. If the packing is found defective and causes for damage of the raw materials, the proportionate cost for damaged materials would be realized from the supplier/local agent.

Sample: Sample **(min. 50Kgs)** of no commercial value with detailed specifications with technical leaflets / brochure having extrusion temperature gradients and quality of the products from the manufacturer should be submitted **on or before the date of tender opening**. Also the bidder must provide evidence of country of origin of the product.

5. TECHNICAL SPECIFICATION OF VIRGIN BLACK HIGH DENSITY POLYETHYLENE (PE-100) FOR HDD PIPE (PIPE GRADE):

This raw material will be black, bimodal, high density polyethylene classified as a MRS 10.00 material (PE 100.) with well dispersed carbon black that will give UV resistance. It must have long term stability, excellent resistance to rapid crack propagation and slow crack growth. **It will be used for production of Horizontal Directional Drilling (HDD) Pipe.**

Product Data Sheet:

SL. No.	Particulars / Properties	Unit	BCSL Specification	Test Method
1	Density @ 23ºC	g/cm³	0.955 ~ 0.960	ASTM-D-1238
2	Melt flow index (190ºC, 2.16 kg)	g/10 min	< 0.1	ASTM-D-1505
3	Melt flow index (190ºC, 5.0 kg)	g/10 min	0.20 ~ 0.30	ASTM-D-1505
4	Tensile Strength (50 mm/min)	MPa	> 25	ASTM-D-638
5	Elongation at Break	%	> 600	ASTM-D-638
6	Charpy Impact, Notched (0ºC)	kJ/m²	14 ~ 16	ISO 179-1
7	Hardness	Shore D	60 ± 2	ASTM D2240
8	Carbon black content	%	> 2	ASTM-D-1603
9	ESCR F50 (10% Igepol)	hr	> 800	ASTM-D-1693
10	Oxidation Induction Time (200ºC)	min	> 15	ASTM-D-3895

Packing: Most secured sea worthy and strong packing durable rough handling on the way. The raw materials shall be supplied **in "25 Kgs bags (Net Material) on strong wooden pallet and bags will be wrapped by strong polyethylene of 3 or 4 layer with wooden pallet"** so that every jumbo bag could be loaded/unloaded by fork lifter and shall be of well exportable packing for safe transportation by ship to its destination. If the packing is found defective and causes for damage of the raw materials, the proportionate cost for damaged materials would be realized from the supplier/local agent.

Sample: Sample (min. 50Kgs) of no commercial value with detailed specifications with technical leaflets / brochure having extrusion temperature gradients and quality of the products from the manufacturer should be submitted on or before the date of tender opening. Also the bidder must provide evidence of country of origin of the product.

6. TECHNICAL SPECIFICATION OF FIBER REINFORCED PLASTIC (FRP) ROD FOR OFC (DIAMETER- 0.9 MM):

Characteristics:

Insensitive to the lightning strike, suitable for the area with frequent lightning and rain, free from the induction interference, can be laid and installed close to the power line and device, no harmful gas, which will affect the transmission of the optical fiber, will be given off from the corrosive metal, FRP strength member has a high ratio of strength/weight.

Specification for Diameter 0.9 mm:

SL. No.	Particulars / Properties	Unit	BCSL Specification	Test Method
1	Overall Diameter	mm	0.9 ± 0.02	-
2	Tensile Strength	MPa	≥ 900	ASTM D3916
3	Tensile Modulus	GPa	≥ 8	ASTM D3916/638
4	Flexural Strength	MPa	≥ 850	ASTM D790
5	Flexural Modulus	GPa	≥ 8	ASTM D790/3916
6	Elongation at Break	%	≤ 8	ASTM D3916
7	Coefficient of Linear Thermal Expansion	/ ºC	$< 8\times10^{-6}$	ASTM D696
8	Diameter Tolerance	%	± 2	-
9	Minimum Bending Radius	-	25×D, No Crack	-
10	High Temperature Flexural Property (50×D, 100ºC, 120hr)	-	No Bur, Crack and Break	-
11	Color	-	Cream/Ivory	-
12	Type	-	Coated	-

Packing: The material shall be supplied in **50.2 km per Reel/**Spool standard, free from moisture, rain, water & weather-proof, suitable handling which will keep the material properties changed during transportation and facilitate loading/unloading by fork-lifter. If the packing is found defective and causes damage of the material, the proportionate cost for damaged material would be realized from the supplier. Each spool should be wrapped with polyethylene and place an pallet tie with steel tape. **Each Reel/Box/Pallets should be marked with length, Gross & Net weight.**

Spool dimension:

Flange diameter	=	400 – 610 mm
Over all width	=	390 – 450 mm
Traverse (Inside)	=	340 – 400 mm
Inner Core diameter	=	82 mm (with steel Bush)
Driving hole diameter	=	40 mm (No of hole 3 around the radius)
Driving radius	=	140 – 130 mm

H S Code: 3916.90.10

Sample: Sample (5 km of 0.45mm / 0.70mm / 0.80mm / 0.90 mm / 1.0 mm diameter) of no commercial value with detailed specifications with technical leaflets / brochure having extrusion temperature gradients and quality of the products from the manufacturer should be submitted **on or before the date of tender opening.** Also the bidder must provide evidence of country of origin of the product.

6.1. TECHNICAL SPECIFICATION OF FIBER REINFORCED PLASTIC (FRP) ROD FOR OFC (DIAMETER- 2.10MM):

Characteristics:

Insensitive to the lightning strike, suitable for the area with frequent lightning and rain, free from the induction interference, can be laid and installed close to the power line and device, no harmful gas, which will affect the transmission of the optical fiber, will be given off from the corrosive metal, FRP strength member has a high ratio of strength/weight. **The FRP shall be coated from friction and jelly protection.**

Specification for Diameter 2.10 mm:

SL. No.	Particulars / Properties	Unit	BCSL Specification	Test Method
1	Overall Diameter	mm	2.1 ± 0.02	-
2	Tensile Strength	MPa	≥ 800	ASTM D3916
3	Tensile Modulus	GPa	≥ 11	ASTM D3916/638
4	Flexural Strength	MPa	≥ 750	ASTM D790
5	Flexural Modulus	GPa	≥ 15	ASTM D790/3916
6	Elongation at Break	%	≤ 5	ASTM D3916
7	Coefficient of Linear Thermal Expansion	/ ºC	$< 6.8\times10^{-6}$	ASTM D696
8	Diameter Tolerance	%	± 1	-
9	Minimum Bending Radius	-	25×D, No Crack	-
10	High Temperature Flexural Property (50×D, 100ºC, 120hr)	-	No Bur, Crack and Break	-
11	Color	-	Cream/Ivory	-
12	Type	-	Coated	-

Meter Marking: FRP Rod should be marked with size and meter print by one meter interval.

Packing: The material shall be supplied in **50.2 km per Reel/**Spool standard, free from moisture, rain, water & weather-proof, suitable handling which will keep the material properties changed during transportation and facilitate loading/unloading by fork-lifter. If the packing is found defective and causes damage of the material, the proportionate cost for damaged material would be realized from the supplier. Each spool should be wrapped with polyethylene and place an pallet tie with steel tape. **Each Reel/Box/Pallets should be marked with length, Gross & Net weight.**

Spool dimension:

Flange diameter	=	950 – 1050 mm
Over all width	=	630 - 505 mm
Traverse (Inside)	=	445 – 570 mm
Inner Core diameter	=	82 mm (with steel Bush)
Driving hole diameter	=	40 mm (No of hole 3 around the radius)
Driving radius	=	140 – 130 mm

H S Code: 3916.90.10

Sample: Sample (10m of 2.00mm / 2.10mm / 2.20 mm / 3.50 mm diameter) of no commercial value with detailed specifications with technical leaflets / brochure having extrusion temperature gradients and quality of the products from the manufacturer should be submitted **on or before the date of tender opening.** Also the bidder must provide evidence of country of origin of the product.

7. TECHNICAL SPECIFICATION OF GALVANIZED STEEL WIRE ROPE for Size: 7 × 1.0 mm (WITHOUT BITUMEN COATED):

Characteristics:

Tension free steel wire rope to be used for figure-8 /Aerial Cables. **The raw material shall be used for OFC Cable (IEC-60793) production.**

Standard: ASTM A-475 or equivalent grade 350 steel.

SL. No.	Properties	Unit	BCSL Specification	Test Method
1	Tensile Strength	kg/mm^2	Min. 160	ASTM-D-638
2	Wire Diameter	mm	1.00 ± 0.01	-
3	Outer Diameter	mm	3.00 ± 0.02	-
4	Zinc coated (minimum)	µm	10	ASTM A-475
5	Lay Factor	-	Between 12-16 times the outside diameter	-
6	Lay direction	-	Left hand direction	-
7	Surface	-	Zinc coated but without bitumen coated	-
8	BITUMEN COATED	-	No	-

Packing: Galvanized Steel Wire Rope is to be tied **12.50 KM** for 7 × 1.0 mm on strong wooden Drum with steel Bush of 82 mm Inner Core diameter on strong wooden- pallet giving sufficient cushions along with moisture proof poly- shrunk wrapping of 3/4 layers to facilitate loading/unloading by fork-lifter.

Marking: Total weight and length will be marked on drum.

Reel/Drum Size:

Flange diameter = 800 mm (maximum)
Traverse Length = 380mm to 500 mm
Barrel diameter = 300 mm (nominal)
Inner Core diameter = 82 mm (Steel bush)
Driving hole diameter = 30 mm (3 Nos. of hole around the driving radius of 140 mm in both side).

Sample: **10 meter** (size: 7 × 1.0 mm) sample of no commercial value with detailed specifications, technical leaflets / brochure and quality certificate of the products from the manufacturer should be submitted **on or before the date of tender opening.** Also the bidder must provide evidence of country of origin of the product.

7.1. TECHNICAL SPECIFICATION OF GALVANIZED STEEL WIRE ROPE for Size: 7 X 0.9mm (WITHOUT BITUMEN COATED):

Characteristics:

Tension free steel wire rope to be used for figure-8 /Aerial Cables. **The raw material shall be used for OFC Cable (IEC-60793) production.**

Standard: ASTM A-475 or equivalent grade 350 steel.

SL. No.	Properties	Unit	BCSL Specification	Test Method
1	Tensile Strength	kg/mm^2	Min. 160	ASTM-D-638
2	Wire Diameter	mm	0.90 ± 0.01	-
3	Outer Diameter	mm	2.70 ± 0.02	-
4	Zinc coated (minimum)	μm	10	ASTM A-475
5	Lay Factor	-	Between 12-16 times the outside diameter	-
6	Lax direction	-	Left hand direction	-
7	Surface	-	Zinc coated but without bitumen coated	-
8	BITUMEN COATED	-	No	-

Packing: Galvanized Steel Wire Rope is to be tied **12.50 KM** for 7 X 0.9 mm on strong wooden Drum with steel Bush of 82 mm Inner Core diameter on strong wooden- pallet giving sufficient cushions along with moisture proof poly- shrunk wrapping of 3/4 layers to facilitate loading/unloading by fork-lifter.

Marking: Total weight and length will be marked on drum.

Reel/Drum Size:

Flange diameter = 800 mm (maximum)
Traverse Length = 560 mm (maximum)
Barrel diameter = 380 mm (nominal)
Inner Core diameter = 82 mm (Steel bush)
Driving hole diameter = 30 mm (3 Nos. of hole around the driving radius of 140 mm in both side).

Sample: **10 meter** (size: 7 X 0.9 mm) sample of no commercial value with detailed specifications, technical leaflets / brochure and quality certificate of the products from the manufacturer should be submitted **on or before the date of tender opening.** Also the bidder must provide evidence of country of origin of the product.

8. TECHNICAL SPECIFICATION OF PE COLOUR MASTER BATCH (DIFFERENT COLOUR):

PE Color Master Batch is a HDPE based master batch designed for use in all type of HDPE application.

Specification:

SL. No.	Particulars / Properties	Unit	BCSL Specification	Test Method
1	Color	-	Different color	-
2	Specific Gravity	-	1.17~ 1.70	ASTM-D-1238
3	Melting Point	ºC	130 ~ 180	-
4	Flash Point	ºC	> 220	-
5	Heat Stability	ºC	> 240	-
6	Melt Flow Index (190ºC, 2.16 kg)	g/10 min	14 ~ 30	ASTM-D-1505
7	Color Intensity	%	95 ~ 100	-
8	Light Fastness	-	Excellent	-
9	Moisture Content	%	< 0.02	-
10	Application	-	HDPE DUCT	-

Color Chart:

Color Name	PMS Code	Color Name	PMS Code
Blue	PMS 286/PMS 293	Black	General Black
Orange	Orange 021/PMS 151	Red	Red 032/PMS 1788/PMS 485
Green	PMS 3405/PMS 347	Yellow	Process Yellow/PMS 102
Brown	PMS 499/PMS 4695	Violet	PMS 267/PMS 2685
Grey	Cool Gray 8/ PMS 444	Rose/Pink	PMS 190/PMS 1915
White	General White	Aqua	PMS 305/PMS 306

Packing: The Color Master Batch shall be supplied in granule form packed in HDPE woven sacks of 25 kgs bag. Packing must be most secured sea worthy, exportable and strong packing durable rough handling for safe transportation by ships to its destination. **"25 Kgs bags (Net Material) shall be placed on strong wooden pallet and bags will be wrapped by strong polyethylene of 3 or 4 layer with wooden pallet" so that** it can be loaded/unloaded by fork lifter. If the packing is found defective and causes for damage of the raw materials, the proportionate cost for damaged materials would be realized from the supplier/local agent.

Sample: Sample (min. 1.0 (one) Kg of each of 03(three) Color such **orange, yellow and blue**) of no commercial value with detailed specifications, technical leaflets / brochure and quality certificate of the products from the manufacturer should be submitted **on or before the date of tender opening**. Also the bidder must provide evidence of country of origin of the product.

9. TECHNICAL SPECIFICATION OF WATER BLOCKING TAPE FOR OFC:

The raw material shall be used for OFC Cable (IEC-60793) production.

SL. No.	PROPERTY	UNIT	BCSL Specification	Test Method
1.	Weight	g/m^2	90 ±10	-
2.	Thickness	mm	0.25 ± 0.03	ISO 9073-2
3.	Tensile Strength	N/cm	≥ 35	ISO 9073-3
4.	Elongation	%	≥ 12	ISO 9073-3
5.	Swelling Speed	mm/1st.min	≥ 8	ICPL/T/001
6.	Swelling height	mm/3.min	≥ 12	ICPL/T/002
7.	Short term stability	ºC	≥ 230	Q/TR.J02.01-2000
8.	Long term stability	ºC	≥ 90	IEC-216-1900
9.	Moisture content 21 ºC 65%R.H	%	≤ 6	ISO 287
10.	Size	mm	Within 10 to 55	-

Packing: Most Secured and strong packing (Carton with Plastic bag) durable against rough handling during transportation shall be provided to ensure its being free from loss and damages on arrival at its destination. **Each Box/Cartoon/Pallets should be marked with width, Gross & Net weight.** If the packing is found defective and there by damage occurs to the material, the proportionate cost for the damaged material would be realized from you/your local agent.

Reel Dimension:

Inner dia. of core	:	78	mm
Outer dia. of tape	:	450	mm
Wall thickness of Core	:	10	mm

H S Code: 5510.30.10

Sample: Sample (Size: 22 mm, Length: min 100 meter) of no commercial value with detailed specifications & technical leaflets / brochure having extrusion temperature gradients and quality of the products from the manufacturer should be submitted **on or before the date of tender opening**. Also the bidder must provide evidence of country of origin of the product.