

**EASTERN CABLES LIMITED**

North Patenga, Chattogram, Bangladesh

Invitation for International Tender Notice (OTM) for following items

01.	Ministry	Ministry of Industries.				
02.	Name of Agency	Bangladesh Steel & Engineering Corporation, Dhaka.				
03.	Procuring Entity Name	Eastern Cables Limited, North Patenga, Chattogram.				
04.	S/L	Name of Procurement	Reference No. & Date	Cost of Tender Documents	Tender Security	Tender Receiving and Opening Date and Time. Date: 24.11.2022 Receiving on 11.30 AM Opening on 11.45 AM
	4.1	Antimony Tri-Oxide Quantity : 500 Kgs.	EC /PUR/F-301 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	
	4.2	Dibasic Lead Phthalate (Naftovin T-80) Quantity : 3 M.T	EC/PUR/F-302 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.3	Pigment (Red) & Pigment (Yellow) Quantity : 500 Kgs & 200 Kgs.	EC/PUR/F-303 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.4	Soot Paste Quantity : 5 M.T	EC/PUR/F-304 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
	4.5	Paraffin Wax Quantity- 3 M.T	EC/PUR/F-305 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	
	4.6	Gummed Cotton Tape Quantity- 2 M.T (1500 Kgs, 50mm & 500 Kgs, 30mm)	EC/PUR/F-306 dated: 22.10.2022	Taka- 1,000.00	USD - 600.00	
	4.7	Nylon Conducting Tape Quantity- 1 M.T Width: 50mm	EC/PUR/F-307 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
05.	Budget and source of Funds	Own				
06.	Tender Last Selling Date	Dated: 23.11.2022				
07.	Selling of Tender Documents	1. Cash section, Controller of Accounts, BSEC Bhaban, Dhaka-1215. 2. Cash section, Head of Accounts, ECL, Chattogram.				
08.	Place of Receiving & Opening Tender Document	Eastern Cables Limited Share Office, BSEC Bhaban (4th floor), 102 Kazi Nazrul Islam Avenue, Dhaka-1215, Bangladesh.				
09.	Eligibility of Tenderer	As per Tender documents.				
10.	Brief Description of Goods	As per Tender documents specification.				
11.	Location of Delivery and Appointment	CFR© Chattogram Port.				
12.	Name of Official Inviting Tender	Head of Purchase Department				
13.	Designation of Official Inviting Tender	Engineer (Mechanical)				
14.	Address of Official Inviting Tender	Eastern Cables Limited, Patenga, Chattogram.				
(Md. Golam Hidher) Engineer (Mechanical) Head of Purchase Department						

**INTERNATIONAL
TENDER ENQUIRY FOR PROCUREMENT OF
500 KGS. ANTIMONY TRI-OXIDE**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F- 301, DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45 AM**



EASTERN CABLES LIMITED

(An Enterprise of Bangladesh Steel & Engineering Corporation)

North Patenga, Chattogram-4204, Bangladesh.

Telephone No: 02333301291, 02333301296,

Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com

[ISO 9001:2015 CERTIFIED COMPANY]

**NB: THE TENDER ENQUIRY NO: EC/PUR/F- 301, DATED: 22.10.2022 DUE TO
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING AT 11.45AM EASTERN
CABLES LIMITED SHARE OFFICE, BSEC BHABAN (4TH FLOOR), 102, KAZI
NAZRUL ISLAM AVENUE, DHAKA-1215 ON SAME DAY AT 11.45 AM”**

EASTERN CABLES LIMITED

COST OF TENDER DOCUMENTS TK. 1,000.00 PER SET (NON-REFUNDABLE)

**TENDER DOCUMENTS FOR PROCUREMENT OF 500 KGS. ANTIMONY TRI-OXIDE
UNDER CASH/UPAS/CREDIT/GRANT/OR ANY UNTIED SOURCE.**

**N.B: ANY CONDITIONAL OFFER SHALL NOT BE ACCEPTED. SO, THE BIDDERS MUST
SUBMIT THEIR QUOTATIONS/BIDS FULLY COMPLYING THE TENDER TERMS
QUOTATIONS/BIDS ANY DEVIATION FROM THE TENDER TERMS & CONDITIONS
SHALL BE TREATED AS NON-RESPONSIVE.**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F- 301, DATED: 22.102022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45AM**

**N.B: IN CASE OF HARTAL, STRIKE, ANY HOLIDAY DECLARED BY THE GOVT. OR ANY
UNAVOIDABLE CIRCUMSTANCES THE TENDER WILL BE RECEIVED & OPENED NEXT
NORMAL WORKING DAY AS PER SCHEDULE TIME AS MENTIONED ABOVE**

**EASTERN CABLES LIMITED**

North Patenga, Chattogram, Bangladesh

Invitation for International Tender Notice (OTM) for following items

01.	Ministry		Ministry of Industries.			
02.	Name of Agency		Bangladesh Steel & Engineering Corporation, Dhaka.			
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09.	Eligibility of Tenderer		As per Tender documents.			
10.	Brief Description of Goods		As per Tender documents specification.			
11.	Location of Delivery and Appointment		CFR© Chattogram Port.			
12.	Name of Official Inviting Tender		Head of Purchase Department			
13.	Designation of Official Inviting Tender		Engineer (Mechanical)			
14.	Address of Official Inviting Tender		Eastern Cables Limited, Patenga, Chattogram.			
						(Md. Golam Hidher) Engineer (Mechanical) Head of Purchase Department

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SECTION - 1

Instructions to Tenderers

A.General

1. Scope of Tender:

- 1.1 The Purchaser, as indicated in the Tender Data Sheet (TDS), issues this Tender Document for the supply of Goods, and Related Services 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 will be required to complete the delivery of the goods and related services (when applicable) as specified in the Particular Conditions of Contract (PCC).
- 1.3 **Throughout this Tender Document:**
 - (a) The term “in writing” means communicated in written form with proof of receipt.
 - (b) If the context so requires, singular means plural and vice versa.and
 - (c) “Day” means calendar day.

2.Source of Fund:

- 2.1 Companies Own Fund.

3. Corrupt,Fraudulent, Collusive or Coercive Practices:

- 3.1 The company requires that Purchase, as Tenderers and Suppliers shall observe the highest standard of ethics during the Implementation of procurement proceedings and the execution of contracts under company funds.
- 3.2 In pursuance of this requirement, the Purchaser shall:
 - (a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under companies funds;If it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under company funds.
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tendered to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tendered and the Purchaser related to matters of alleged fraud or corruption shall be in writing.
- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:-
 - (a) “corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
 - (b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
 - (c) “Collusive practice” means a scheme of arrangement among two or more Tenderers, with or without the knowledge of the Purchaser (prior to or after Tender submission), designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
 - (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- 3.5 The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 38.1(c).
- 3.6 The Government requires that the Purchaser’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Tenderers:

- 4.1 This Invitation for Tender is open to eligible Tenderers from all countries, except for any specified in the TDS.
- 4.2 A 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 Purchaser.
- 4.1 The Tenderer shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause.

- 4.2 The Tenderer with a consistent history of litigation or a number of arbitration awards against it shall not be eligible to Tender. The Tendered shall supply the information requested in Para 3.3 of the Tenderer Information Sheet (Form G-4).
- 4.3 The Tenderer shall have the legal capacity to enter into the contract.
- 4.4 The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.5 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

5. Eligible Goods and Related Services:

- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.
- 5.3 The origin of goods and services is distinct from the nationality of the Tenderer.

6. Site Visit:

- 6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Tendered, 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.
- 6.2 The Tendered should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 6.3 The costs of visiting the Site shall be at the Tenderer’s own expense.

B. Tender Document

7. Tender Document: Sections:

- 7.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.
 Instructions to Tenderers (ITT).
 Tender Data Sheet (TDS)
 General Conditions of Contract (GCC).
 Particular Condition of Contract (PCC)
 Tender and Contract Forms.
 Schedule of Requirements.
 Technical Specifications & Drawing.
- 7.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.
- 7.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.

8. Tender Document: Clarification :

- 8.1 prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the TDS. The Purchaser will respond in writing to any request for clarification received no later than seven (07) days prior to the deadline for submission of Tenders.
- 8.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 8.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 10 and ITT Sub-Clause 30.3.

9. Tender Document Pre-Tender Meeting:

- 9.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.
- 9.2 The Tenderer is requested to submit any questions in writing so as to reach the Purchaser not later than five (5) days prior to the date of the meeting.
- 9.3 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 seven (7) days to all those who purchased the Tender Document. Any modification to the Tender Document listed in ITT Sub-Clause 7.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Amendment pursuant to ITT Clause 10 and not through the minutes of the pre-Tender meeting.
- 9.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tendered.

10. Tender Document: Amendment:

- 10.1 At any time prior to the deadline for submission of Tenders, the Purchaser for any reason, on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
- 10.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 10.3 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 30.3. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Purchaser, if so requested by a substantial number of Tenderers.

C. Qualification Criteria

11. General Criteria:

- 11.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience, reputation, and the personnel to perform the contract.
- 11.2 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tendered shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots

12. Experience Criteria:

- 12.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
 - A) A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;
 - B) The specific experience in the supplying of related goods and services as specified in the TDS;
 - C) a minimum production capacity or availability of equipment as specified in the TDS; and
 - D) in case of a Tendered offering to supply goods which the Tendered did not manufacture or otherwise produce, the Tendered has been duly authorized by the goods' manufacturer or producer to supply the goods.

13. Financial Criteria:

- 13.1 The Tenderer shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
 - A) The satisfactory completion of supply of goods of value stated in the TDS under a single contract in the last three years; and
 - B) Availability of minimum liquid assets or working capital or credit facilities from a Bank, asspecified in the TDS.

D-Tender Preparation

14. Tender: Only One:

- 14.1 A Tenderer shall submit only one (1) Tender for each item, either individually. A Tenderer who submits or participates in more than one (01) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.

15. Tender: Preparation Costs:

- 15.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

16. Tender: Language

- 16.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English or Bangla language, unless specified otherwise in the TDS. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 16.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

17. Tender: Contents of Tender:

- 17.1 The Tender prepared by the Tendered shall comprise the following:
 - (a) The Tender Submission Sheet (Form G-1);
 - (b) The Price Schedule (Form G-2) completed in accordance with ITT Clauses 18, 20 and 21;

- (c) Original Tender Security (Form G-6) completed in accordance with ITT Clause 27;
- (d) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 18;
- (e) Alternative Tenders, if permitted, in accordance with ITT Clause 19;
- (f) Written confirmation authorising the signatory of the Tender to commit the Tendered, in accordance with ITT Clause 28;
- (g) Documentary evidence in accordance with ITT Clause 22 establishing the Tenderer's eligibility to Tender, including the Tendered Information Sheet (Form G-4) and the Manufacturer's Authorisation Letter (Form G-5), when applicable;
- (h) Documentary evidence in accordance with ITT Clauses 23 and 37 that the Goods and Related Services are of eligible origin and conform to the Tender Document;
- (I) Documentary evidence in accordance with ITT Clause 24 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and Any other document as specified in the TDS.

18. Tender: Submission Sheet, Price Schedules and Specifications Submission Sheet:

- 18.1 The Tenderer shall submit the completed Tender Submission Sheet (Form G-1) as furnished in Section 5: Tender and Contract Forms. This document 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 non-responsive.
- 18.2 The Tenderer shall submit the completed Price Schedule for Goods and Related Services (Form G-2) as furnished in Section 5: Tender and Contract Forms.
- 18.3 The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section 5: Tender and Contract Forms.
- 18.4 All the documents mentioned in ITT clauses 18.1 to 18.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.

19. Tender: Alternatives:

- 19.1 Unless otherwise stated in the TDS, alternative Tenders shall not be considered.

20. Tender: Prices and Discounts:

- 20.1 The prices and discounts quoted by the Tenderer in the Tender Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 20.2 All items for each lot, as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). For any item listed in the Schedule of Requirements, but not shown in the Price Schedule, it shall be assumed that the item is not included in the Tender. For any item listed in the Schedule of Requirements, but shown un-priced in the Price Schedule, it shall be assumed that the price is included in the prices of other items. In all cases the Tender shall be evaluated in accordance with ITT Sub-Clause 20.3.
- 20.3 Tenders are being invited either for individual lots or for any combination of lots and prices quoted shall correspond to 100% of the items and quantities specified for each lot. If so indicated in the TDS Contracts may be awarded on a lot-by-lot basis and Tenderer's wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each lot or combination of lots.
- 20.4 The Tendered shall indicate on the Price Schedule (Form G-2) the unit prices (where applicable) and the total price of the lot it proposes to supply under the contract.

21. Tender: Currency:

- 21.1 For expenditure that will be incurred in Bangladesh, the Tendered shall quote the prices in Bangladesh Taka.
- 21.2 For expenditure that will be incurred outside Bangladesh, the Tendered may quote the prices in USD or GBP or EURO or JPY as specific in TDS.

22. Tender Documents Establishing Eligibility:

- 22.1 The Tenderer shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and, in particular, shall complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section 5: Tender and Contract Forms; and
- 22.2 If so specified in the TDS, a Tendered that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation Letter (Form G-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.

23. Goods and Related Services Documents Establishing Eligibility:

- 23.1 To establish the conformity of the Goods and Related Services to the Tender Document, the Tendered shall furnish as part of its Tender the documentary evidence that the goods conform to Section 7: Technical Specifications.

23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating the substantial responsiveness of the Goods and Related Services to those requirements of Section 7: Technical Specifications, and if applicable, a statement of deviations and exceptions. The Tendered shall note that standards for workmanship, material, and equipment as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards/ brand names, etc. in its tender provided that it demonstrates to the Purchaser's satisfaction that substitutions ensure substantial equivalence.

24. Tenderers: Documents Establishing Qualifications:

24.1 Tenderers shall submit documentary evidence to meet the qualification criteria specified in Sub-Section C, Qualification Criteria of the ITT.

24.2 Tenderers shall submit the Tendered Information Sheet (Form G-4) furnished in Section 5: Tender and Contract Forms.

24.1 Tenderers shall include the following information and documents with their Tenders:

- a) Total monetary value of similar goods supplied for each of the last three (3) years.
- b) Details of major supplies of similar types of Goods over the last three (3) years, and clients who may be contacted for further information on those contracts;
- c) Financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
- d) Authority to seek references from the Tenderer's Bankers; and Information on past (3 years) litigation in which the Tendered has been involved or in which the Tendered is currently involved.

25. Tenderer: Disqualification:

25.1 The Purchaser shall disqualify a Tenderer who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, the Purchaser may declare such a Tender ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.

25.2 The Purchaser may disqualify a Tenderer who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

26. Tender: Validity:

26.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by the Purchaser, pursuant to ITT Clause 30. A Tender valid for a shorter period shall reject by the Purchaser as non-responsive.

26.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 27, shall also be suitably extended promptly. If a Tendered 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 Tendered agreeing to the request will not be required or permitted to modify its Tender.

27. Tender: Security:

27.1 The Tenderer shall furnish as part of its Tender, a Tender Security in original form (Form G-6) and in the amount specified in the TDS.

27.2 The Tender Security shall:

- a) At the Tenderer's option be either;
 - (i) in the form of a bank draft or pay order from schedule Bank in Bangladesh ; or
 - (ii) in the form of an irrevocable bank guarantee (Form G-6) issued by a Scheduled Bank in Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
- b) Be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 27.5 being invoked; and
- c) Remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under ITT Clause 26.2.

27.3 A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 27.2, shall be rejected by the Purchaser as non-responsive.

27.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 26.1 and 26.2. The Tender Security of the successful Tendered will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 51 and signing the Contract Agreement.

- 27.5 The Tender Security may be forfeited:
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tendered on the Tender Submission Sheet, except as provided in ITT Sub-Clause 26.2; or
 - (b) if the successful Tendered fails to:
 - (i) Accept the correction of its Tender Price pursuant to ITT Sub-Clause 39.2; or
 - (ii) Furnish a Performance Security in accordance with ITT Clause 50; or
 - (iii) Sign the Contract in accordance with ITT Clause 51.

28. Tender Format and Signing:

- 28.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 17.1 and clearly mark it "ORIGINAL". In addition, the Tendered 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.
- 28.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tendered. This authorisation shall consist of a written authorisation and shall be attached to the Tendered Information Sheet (Form G-4). The name and position held by each person signing the authorisation 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 or initialled by the person signing the Tender.
- 28.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E. Tender Submission

29. Tender: Sealing and Marking:

- 29.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as "ORIGINAL" and "DUPLICATE", "TRIPLICATE", "QUADRUPLICATE." The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.
- 29.2 The inner and outer envelopes shall:
- (a) Bear the name and address & sign of the Tendered;
 - (b) Be addressed to the Purchaser at the address specified in the TDS;
 - (c) Bear the name of the Tender and the Tender Number as specified in the TDS; and
 - (d) Bear a statement "DO NOT OPEN BEFORE" the time and date for Tender opening as specified in the TDS.
- 29.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 29.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

30. Tender: Submission Deadline:

- 30.1 Tenders must be received by the Purchaser at the address specified in ITT Sub-Clause 29.2 no later than the date and time as specified in the TDS.
- 30.2 Tenderers shall be delivered their tenders by hand registered mail or sent by courier as stated in TDS.
- 30.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 10, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

31. Tender: Submitted Late:

- 31.1 Any Tender received by the Purchaser after the deadline for submission of Tenders in accordance with ITT Clause 31 shall be declared late, will be rejected, and returned unopened to the Tendered.

32. Tender: Modification, Substitution or Withdrawal:

- 32.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 28.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
- (a) submitted in accordance with ITT Clauses 28 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "MODIFICATION" "SUBSTITUTION," OR "WITHDRAWAL," and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 30.
- 32.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 32.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 32.3 No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 30.

F.Tender Opening and Evaluation

33. Tender: Opening:

- 33.1 The Purchaser shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 32, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 32 shall not be opened. Tenderer or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a register evidencing their attendance.
- 33.2 The name of the Tenderer, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts and alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Purchaser's Tender Opening Committee.
- 33.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tendered upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 33.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tendered.
- 33.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tendered pursuant to ITT Clause 31.

34. Tender: Confidentiality:

- 34.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.

35. Tender: Clarification:

- 35.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 39.

36. Tenderer Contacting the Purchaser:

- 36.1 Following the opening of the Tenders and until the Contract is signed no tendered shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 36.2 Any effort by a Tendered to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 36.3 Notwithstanding ITT Sub Clause 36.1, from the time of Tender opening to the time of Contract award, if any Tendered wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.

37. Tender: Responsiveness:

- 37.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 37.2 A substantially 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 performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Tendered presenting substantially responsive Tenders.
- 37.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.
- 37.4 There shall be no requirement as to the minimum number of responsive Tenders.

38. Tender: Non-conformities, Errors, and Omissions:

- 38.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 38.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submits 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 price of the Tender. Failure by the Tenderer to comply with the request may result in the rejection of its Tender.

39. Tender: Correction of Arithmetical Errors:

- 39.1 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 39.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-clause 39.1, is found it shall be immediately notified to the concerned Tenderer.
- 39.3 Any Tendered that does not accept the correction of errors as determined by the application of ITT Sub-clauses 39.1, its Tender shall be disqualified and its Tender Security may be forfeited.

40. Tender: Preliminary Examination:

- 40.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 17 has been provided, and to determine the completeness of each document submitted.
- 40.2 The Purchaser shall assess whether the Tenderer's Qualifications as per Section C are substantially met. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 41 and 42.

41. Tender: Technical Evaluation:

- 41.1 The Purchaser shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tenderer without any material deviation or reservation.
- 41.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 23, to confirm that all requirements specified in Section 7: Technical Specifications, have been met without any material deviation or reservation.
- 41.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 37, it shall reject the Tender.

42. Tender: Financial Evaluation:

- 42.1 The Purchaser shall thirdly evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 42.2 **To evaluate a Tender, the Purchaser shall consider the following:**
 - (a) The Tender price as quoted in accordance with ITT Clauses 18 and 20, excluding local taxes (VAT and other taxes) which will be payable on the goods if contract is awarded);
 - (b) Price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 39.1;
 - (c) The applicable economic factors of evaluation set out in ITT Sub-Clause 42.3.
- 42.3 The Purchaser's economic evaluation of a Tender will take into account, in addition to the delivered price offered in accordance with ITT Sub-Clause 18.1, one or more of the factors affecting the economic value of the Tender from the list below, as specified in the TDS, and as quantified in ITT Sub-Clause 42.5:
 - (a) The delivery schedule offered in the Tender; and
 - (b) The projected operating and maintenance costs during the anticipated life-cycle of the spare parts;
 - (c) The performance and productivity of the equipment offered; or
 - (d) any other specific criteria as specified in Section 7: Technical Specifications.
- 42.4 For those factors specified in ITT Sub Clause 42.4 which are selected to be considered in the evaluation of the Tenders, one or more of the following quantification methods shall be applied, as specified in the TDS.
 - (a) Delivery schedule:
 - (i) The goods covered under the IFT are required to be delivered at the time specified in Section6: Schedule of Requirements. Treating the Tender with the earliest delivery as the base, a delivery

‘adjustment’ will be calculated for other Tenders for the purpose of evaluation, by applying a Percentage, as specified in the TDS, of the Tender price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under the IFT are required to be delivered within an acceptable range of weeks as specified in Section 6: Schedule of Requirements. No credit shall be allowed to earlier deliveries, and Tenders offering delivery beyond this range shall be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added, for the purpose of evaluation, to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in Section 6: Schedule of Requirements.

or

(iii) The goods covered under the IFT are required to be delivered in partial shipments, as specified in Section 6: Schedule of Requirements. Tenders offering deliveries later than the specified deliveries will be adjusted for the purpose of evaluation by adding to the Tender price a factor equal to a percentage, as specified in the TDS, of the Tender price per week of variation from the specified delivery schedule.

(b) Projected operating and maintenance costs:
Operating and maintenance costs of the goods will be evaluated in accordance with the criteria specified in the TDS or in Section 7: Technical Specifications.

(c) Performance and productivity of the equipment:

(i) Tenderer shall state the guaranteed performance or efficiency of their equipment offered in response to Section 7: Technical Specifications. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the TDS will be added to the Tender price for the purpose of evaluation, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in Section 8: Technical Specifications.

or

(i) Equipment offered shall have a minimum productivity specified under the relevant provision in Section 7: Technical Specifications, to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender prices for the purpose of evaluation, using the methodology specified in Section 8: Technical Specifications.

(d) Specific additional criteria:

Other specific additional criteria to be considered in the evaluation and the evaluation method to be used for such criteria shall be as specified in the TDS and/or Section 7: Technical Specifications.

43. Tender: No Negotiation:

43.1 No negotiation shall be held with the lowest or any other Tenderer.

43.2 A Tendered shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender.

44. Tender: Comparison:

44.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 42.

45. Tenderers: Post-qualification :

45.1 The Purchaser shall determine to its satisfaction whether the Tendered that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.

45.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tendered, pursuant to ITT Clause 24, to clarifications in accordance with ITT Clause 35 and the qualification criteria indicated in ITT Clauses 11, 12 and 13. Factors not included therein shall not be used in the evaluation of the Tenderer’s qualification.

45.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tendered. A negative determination shall result in rejection of the Tenderer’s Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

46. Tenders: Purchaser’s Right to Accept or to Reject Any or All:

46.1 The Purchaser reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for the Purchaser’s actions.

G. Contract Award

47. Award Criteria:

47.1 The Purchaser shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tendered is determined to be qualified to perform the Contract satisfactorily.

48. Purchaser's Right to Vary Quantities:

48.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

49. Notification of Award:

49.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, in writing, that its Tender has been accepted.

49.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

49.3 The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

50. Performance Security:

50.1 Within Fourteen (14) days from the issuing of Notification of Award from the Purchaser, the successful Tendered shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-9) furnished in Section 5: Tender and Contract Forms.

50.2 The Performance Security shall be valid 4(four) month beyond the date of last Shipment of the goods.

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

51. Contract: Signing:

51.1 At the same time as the Purchaser issues the Notification of Award to the successful Tenderer for the Contract signing.

51.2 Twenty eight (28) days from the issuing of the Notification of Award the successful Tenderer shall sign the Contract Agreement.

51.3 Failure of the successful Tenderer to submit the Performance Security pursuant to ITT Clause 50 or sign the Contract pursuant to ITT Sub-Clause 51.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tendered at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.

51.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tenderer, the Purchaser shall discharge and return the successful Tenderer's Tender Security.

52. Advising Unsuccessful Tenderer:

52.1 Upon the successful Tenderer furnishing Performance Security pursuant to ITT Clause 50, and signing the Contract pursuant to ITT Clause 51, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.

52.2 The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who, after notification in accordance with ITT Sub-Clause 52.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.

53. Tenderer Right to complain:

53.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Purchaser by the Public Procurement Regulations (2008)

53.2 The complaint shall firstly be process through an administrative review following the procedures set act in Regulation of the PPR-2008. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS

53.3 If not satisfied with the outcome of the administrative review, the Tendered may complain to review Panel pursuant to Regulation of the PPR-2008.

SECTION – 2

Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics 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: Eastern Cables Limited. Representative: Head of Department. Attention Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u> , Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com
	The Name of the Tender is: Supply of Antimony Tri-Oxide.
ITT 4.1	Tenderer's from the following countries are not eligible: Israel
ITT 5.1	Goods will be supplied as per technical specification. Tendered declared ineligible by the Government of Bangladesh are not eligible.
ITT 6:	N/A.
B.Tender Document	
ITT 8.1	For clarification of Tender purposesonly, the Purchaser's address is: Attention Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u> , Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com
ITT 9.1	A Pre-Tender meeting shall not be held.
C.Qualification Criteria	
ITT 12.1(a)	The Tenderer shall have a minimum of (03) three years of overall experience in the supply of goods and related services.
ITT 12.1 (b)	The Manufacturer shall have a minimum of (03) three yearsspecific experience in the supply of Antimony Tri-Oxide.
ITT 12.1 (c)	The minimum production capacity or availability of equipment is/ are: At least 60.00 Tons per month.
ITT 13.1(a)	N/A.
ITT 13.1(b)	For minimum amount of liquid asset or working capital or credit facility is 100% of quoted price; supported with a Bank Solvency Certificate:
D. Preparation of Tender	
ITT 16.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.
ITT 17.1(j)	The Tenderer shall submit with its Tender the following additional documents: i) Original written confirmation authorizing the signatory of the Tender: ii) Total monetary value of supply and related services for each of the last 3 years evidence by acceptable supply certificate iii) Reports on the financial standing of the Tenderer, such as profit loss statements and corresponding auditor's report for the last 3 years iv) Articles of incorporation or Registration of Firm when applicable and as per tender document.
(Contd..... 14)	

	<ul style="list-style-type: none"> v) 03 no. End user Performance certificate of last 3 (Three) years. vi) Factory/mill Test/Quality Certificate. vii) List of test equipments. viii) Valid ISO certificate of Manufacturer. ix) Up to date Trade Licence, Bank Solvency Certificate, VAT Registration Certificate and Income Tax clearance Certificate should be submitted (If applicable) x) Calibration certificate of the test equipment is N/A. xi) Original colour printed Catalogue/Brochure. xii) Manufacturer's authorization certificate
ITT 19.1	Alternative Tenders will not be permitted.
ITT 20.3	Tenders are being invited for a single lot/ more than one lot.
ITT 20.4	The Tenderer shall submit prices for the following incidental services: as stated in Price schedule of Goods (G-2)
ITT 21.2	Name of the foreign currency: USD or GBP or Euro or JPY.
ITT 22.2	Manufacturer's Authorisation Letter is required for all the items listed in Section 6: Schedule of Requirements.
ITT 26.1	The Tender validity period shall be 60 days from the date of tender opening.
ITT 27.1	The amount of the Tender Security shall be USD -200.00
ITT 28.1	In addition to the 01(one) Original of the Tender & 01 (one) copy shall be submitted.
E. Submission of Tender	
ITT 29.2(b)	<p>The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u>, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com The deadline for submission of Tenders is: [As specified in the Tender Notice]</p>
ITT 29.2(c)	<p>The inner and outer envelope shall bear the following additional identification marks:</p> <ol style="list-style-type: none"> 1) Tender No. & Date 2) Brief Description of the materials. 3) Name & Address of the Purchaser. 4) Name & Address of the Tenderer.
F. Opening and Evaluation of Tenders	
ITT 33.1	<p>The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u>, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com On Time & Date: [As specified in the Tender Notice]</p>
ITT 42.3	The applicable economic factors for evaluation shall be as follows: "None"
ITT 42.4(a)	<p>The following quantification methods shall be applied. Evaluation shall be done on the basis of total price. Accordingly award will be given to the lowest responsive tendered. Adjustment expressed as a percentage: a rate of zero point five percent (0.5) per week but not exceeding 10% of the contract price.</p>
Contd..... 15.	

G - Award of Contract

ITT 48.1	The maximum percentage by which quantities per item may be increased is 5% . According to necessity and approval of competent authority. The maximum percentage by which quantities per item may be decreased is 5% . According to necessity and approval of competent authority.
ITT 50.1	The successful tendered shall be required to furnish a performance bond covering 10% (ten per cent) of total CFR value in form of an unconditional Bank Guarantee executed by any scheduled Bank of Bangladesh as per proforma enclosed. The performance Guarantee shall have to be valid for a period covering minimum 120 calendar days beyond the date of shipment of the goods. Performance bond must be furnished within 14 (Fourteen) days from the date of issuance of Notification of award and as per terms stipulated thereon. Performance bond shall be enchased if the supplier fails to supply the goods in time or commits any breach of contract. Should the suppliers be adjudged insolvent the purchaser shall have the right to terminate the contract and forfeit the performance Guarantee submitted against the contract.
ITT 53.2	The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram, Bangladesh.

SECTION – 3

General Conditions of Contract

1. Definitions:

- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) **Contract Agreement** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
 - (d) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;
 - (e) **Day** means calendar day;
 - (f) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
 - (g) **GCC** mean the General Conditions of Contract;
 - (h) **Goods** means all of the commodities, raw materials, machineries and equipments, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Purchaser under the Contract, as specified in the PCC;
 - (i) **Government** means the Government of the People’s Republic of Bangladesh;
 - (j) **Purchaser** means the entity purchasing the Goods and Related Services, as specified in the PCC;
 - (k) **Related Services** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
 - (l) **PCC** means the Particular Conditions of Contract;
 - (m) **Subcontractor** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract;
 - (n) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the PCC and the Contract Agreement, and includes the legal successors or permitted assigns of the Supplier;
 - (o) **Writing** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

2. Contract Documents:

- 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices:

- 3.1 The company requires that Purchasers, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under company’s funds.

4. Interpretation:

4.1 Amendment:

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

4.2 Partial Supply:

- (a) If partial supply is specified in the Schedule of Requirements, references in the GCC to the Supply and to the Delivery Date shall apply to any portion of the Supply (other than references to the Completion Date for the whole of the Supply).

5. Documents Forming the Contract and Priority of Documents:

- 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the signed Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tenderer;
 - (d) the completed Price Schedules as submitted by the Tendered;

- (e) the Particular Conditions of Contract;
- (f) the General Conditions of Contract;
- (g) the Schedule of Requirements;
- (h) the Technical Specifications;
- (i) the Drawings, and;
- (j) Any other document listed in the PCC as forming part of the Contract.

6. Eligibility:

- 6.1 The Supplier and its Sub-Contractors shall have the nationality of a country other than those specified in the PCC.
- 6.2 All Goods and Related Services supplied under the Contract shall have their origin in the countries except those specified in the PCC.

7. Governing Language:

- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in English, unless otherwise stated in the PCC. 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, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Governing Law:

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

9. Gratuities/Agency fees:

- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.

10. Joint Venture, Consortium or Association (JVCA):

- 10.1 Deleted

11. Confidential Information:

- 11.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 11.
- 11.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
 - (a) The Purchaser or Supplier needs to share with institutions participating in the financing of the Contract;
 - (b) Now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract.

12. Communications and Notices:

- 12.1 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.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

13. Patent and Intellectual Property Rights:

13.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 13.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property rights registered or otherwise existing at the date of the Contract by reason of:

(a) The installation of the Goods by the Supplier or the use of the Goods in Bangladesh; and

(b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

13.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 13.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

13.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

13.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

13.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

14. Copyright:

14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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. Assignment:

15.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser's prior written consent.

16. Sub contracting:

16.1 The Supplier shall obtain approval of the Purchaser in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

16.2 Subcontractors shall comply with the provisions of GCC Clause 3.

17. Supplier's Responsibilities :

17.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply in conformity in all respects with the provisions of the Contract Agreement.

18. Purchaser's Responsibilities:

18.1 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

19. Scope of Supply:

19.1 The Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.

19.2 Unless otherwise stipulated in the Contract, the 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 of the Goods and completion schedule of the Related Services as if such items were expressly mentioned in the Contract.

20. Change Orders and Contract Amendments:

20.1 The Purchaser may at any time order the Supplier through a notice in accordance with G.C.C Clause 12, 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 furnished under the Contract are to be specifically manufactured for the Purchaser provided such changes do not materially affect the scope of supply;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 20.2 If any such change 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/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.
- 20.3 Prices to be charged by the Supplier for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

21. Packing and Documents:

- 21.1 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. During transit, 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.
- 21.2 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, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Purchaser.

22. Delivery and Documents and Acceptance:

- 22.1 Subject of GCC Sub-clause 20.01, 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.
- 22.2 The 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.

23. Contract Price:

- 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 23.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in the PCC.

24. Transportation:

- 24.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Bangladesh, defined as the Site, transport to such place of destination including insurance, and other incidental costs, and temporary storage, if any, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

25. Spare Parts:

- 25.1 Not applicable.

26. Terms of Payment:

- 26.1 The Contract Price, including any Advance Payments, if applicable, shall be in the manner as specified in the PCC.
- 26.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 22 and upon fulfilment of any other obligations stipulated in the Contract.
- 26.3 The Purchaser shall make payments promptly and indicated in the PCC.

27. Insurance:

- 27.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the PCC.

28. Taxes and Duties:

- 28.1 Supplier/Tendered shall be entirely responsible for all taxes, stamp duties, license fees, all Forwarding & Transportation and other cost such levies imposed outside the purchaser's country.
- 28.2 Customs & Import duties and all other Taxes payable directly to the Government of Bangladesh on account of import material and equipment will be paid by the purchaser.

29. Performance Security:

- 29.1 In the case of Goods having warranty obligations the Performance Security shall be reduced to the amount specified in the PCC after delivery and acceptance of the Goods to cover the Supplier's warranty obligations in accordance with GCC Sub-Clause 32.3.
- 29.2 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 29.3 The Purchaser 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 Purchaser has notified him that he is; and
 - (b) The Supplier has not paid an amount due to the Purchaser.
- 29.4 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Purchaser may forfeit the full amount of the Performance Security.
- 29.5 If there is no reason to call the Performance Security, it shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

30. Specifications and Standards:

- 30.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- 30.2 The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section-8: Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 30.3 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 Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 20.

31. Inspections:

- 31.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services.
- 31.2 The inspections and tests shall be conducted at the manufacturer premises or in another place in Bangladesh if required. The contractor shall be furnished all drawings and production data to the inspectors at no cost to the Purchaser
- 31.3 The Purchaser or its designated representative and supplier representative shall be entitled to attend the tests and/or inspections.
- 31.4 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 31.5 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice. If the goods are rejected by the purchaser, the supplier will replace or rectify the rejected Goods or parts thereof within 28 days upon issuing the notice by the purchaser.

32. Warranty:

- 32.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 32.2 Subject to GCC Sub-Clause 30.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.
- 32.3 Unless otherwise specified in the PCC, the warranty shall remain valid for Eighteen (18) months after supplied the Goods, or 12 (Twelve) month after installation, testing and commissioning of goods, which comes earlier.
- 32.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 32.5 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 Purchaser.
- 32.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

33. Extensions of Time:

33.1 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 pursuant to GCC Clause 22, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

34. Liquidated Damages:

34.1 Except as provided under GCC Clause 37, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of

34.2 Delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 38.

35. Limitation of Liability:

35.1 Except in cases of criminal negligence or wilful misconduct,

- (a) The Supplier shall not be liable to the Purchaser, whether in contract, 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 Purchaser and
- (b) The aggregate liability of the Supplier to the Purchaser, 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 Purchaser with respect to patent infringement.

36. Change in Laws and Regulations:

36.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 23.

37. Force Majeure:

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

37.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

37.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

38. Termination:

38.1 Termination for Default:

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, may terminate the Contract in whole or in part:
 - (i) if 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 Purchaser pursuant to GCC Clause 33; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 38.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

38.2 Termination for Insolvency.

- (a) The Purchaser and the Supplier's may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

38.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

39. Settlement of Disputes:

39.1 Amicable Settlement:

- (a) The Purchaser 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.

39.2 Arbitration:

- (a) If the Parties are unable to reach a settlement as per GCC Clause 39.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 39.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC

Section – 4
Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1 (h)	The nature of the goods to be supplied are: Supply of Antimony Tri-Oxide
GCC 1.1(j)	The Purchaser is: Eastern Cables Limited. Address: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram, Bangladesh.
GCC 1.1(n)	The Supplier is : Name, address, and name of authorized representative (To be filed by the Tenderer)
GCC 5.1(j)	The following documents shall also be part of the Contract: As stated in the Tender Document.
GCC 6.1	Suppliers and Sub-contractors from the following countries are not eligible: Israel
GCC 6.2	Goods and Related Services from the following countries are not eligible: Israel
GCC 7.1	Routine correspondence between the parties may be in Bengali or English
GCC 12.1	For notices, the Purchaser’s contact details shall be: Attention: The name and address of the office where complaints to the Procuring Entity are to be submitted is: Address: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u> , Fax No-88-02333301292, E-mail : purchase.easterncables@gmail.com For notices , the Supplier’s contact details shall be: (To be filled by the Tenderer) Attention: Address: Telephone: Fax number: Electronic mail address:
GCC 21.2	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. Contract Number b. Name and address of Purchaser c. Country of origin d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of the content Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral. Additional marking and documentation within and outside the packages shall be: [Note: Arrow,/Umbrella/Cup etc. shall be printed on the box to indicate upside of the box]

GCC 22.2	<p>Eastern Cables LimitedReserves the right to cancel without informing the supplier or principals, any or all items not shipped within the specified delivery period and to purchase the same from any other source at the risk and expense of the supplier.</p> <p>The supplier will inform to purchaser before shipment the goods. Upon shipment, the supplier shall notify the purchaser and the insurance company by mail/Courier/Fax full details of the shipment including purchase order No/contract number, description of goods, quantity, the vessel, the bill of lading number, land date, port of loading, date of shipment, port of discharges, etc. The supplier shall mail the following documents to the purchaser, with a copy to insurance company.</p> <p>The documents to be provided are as follows:</p> <ol style="list-style-type: none"> (1) 6 (Six) copies/sets of the Supplier’s invoice showing goods description, quantity, unit price total amount. (2)Complete set of original clean on board bill of lading marked freight prepaid 6(Six) copies. andother non-negotiable shipping documents. (2) Packing list identifying contents of each package(six copies). (4) Insurance certificate (if applicable). (5) Manufacturer’s warranty, supplier guarantee certificate stating quality, quantity and genuineness of goods. (6) Inspection certificate, issued by the nominated inspection Agency and the Manufacturer/factory inspection report. (7) Certificate of origin issued by the chamber of commerce or any other similar Institution mentioning origins of goods, including the manufacturer of the materials shipped. (8) Mill Test/Quality Certificate shall be provided. <p>The above documents shall be made available to the purchaser after shipment of (within 3 days)goods and if not received, the supplier will be responsible for any consequent expenses. The supplier shall ensure that the documents to be sent are free from any discrepancy. In case of any discrepancy in the document, 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 sets of documents shall be original, signed by the Local agent/Supplier. The commercial invoice is to show material values plus freight & insurance.</p> <p>SHIPPING DOCUMENTS: The shipping documents described above shall be received by the Eastern Cables Limited at the latest one week before arrival of cargoes at the port of destination. The number of shipping documents shall be supplied are as follows:</p> <ol style="list-style-type: none"> 1. Head of Purchase, Eastern Cables Limited. 2. Head of Accounts, Eastern Cables Limited. 3. Insurance Company (Sadharan Bima Corporation, Chattogram)
GCC 23.1	Not applicable.
GCC 26.1	Not applicable.

GCC 26.2	<p>Payment shall be made to the Tenderer under the terms and conditions of irrevocable letter of credit.</p> <p>I) 100 % Payment shall be arranged in favour of the beneficiary against full shipment through irrevocable letter of credit at sight under Cash/Upas/Credit/ grant or any untied source. The letter of credit shall be negotiable on presentation of the following documents: -</p> <p>a) Complete set of original ‘Clean on Board’ Bill of Lading marked ‘freight pre-paid.</p> <p>b) Supplier’s invoice signed in ink.</p> <p>c) Buyer’s authorized pre-shipment inspection agent’s certificate.</p> <p>d) Shipment advice for insurance cover. f)Supplier’s guarantee certificate.</p> <p>g) Certificate of Origin from chamber of commerce. h)Mill test certificate.</p> <p>i) Certificate showing that the material has been shipped in a non-Israel flag vessel.</p> <p>j) Freight memo showing freight “pre-paid”.</p> <p>k) Bill of Exchange.</p> <p>l) Shipping Advice.</p> <p>II) Bank charges in Bangladesh for opening of the Letter of Credit shall be borne by the buyer & outside of Bangladesh shall be seller’s account. Any Bank changes for revalidation of amendment of the Letter of Credit on the request of the supplier shall be exclusively borne by the beneficiary and not by the buyer. However, amendments required due to any delay/lapse on the part of the buyer will be at buyer’s cost.</p> <p>In case of local supply free delivery up to ECL site basis. Payment shall be made after supply of goods on submission of following documents:</p> <p>i) Invoice, ii) delivery challan, iii) Vat Challan, iv) MRR Certificate to be issued by the buyer v) Guarantee Certificate.</p> <p>However, payment shall also be made against ILC provided all Bank Charges including L/C Commission borne by Local supplier.</p> <p>III) All Bank charges outside of Bangladesh including Bank charges for Withdrawal against letter of credit established by the buyer shall be borne by seller.</p> <p>IV) Confirmation of letter of credit by foreign Bank(s) will not be entertained Trans Shipment of materials will not be allowed. However, under extra ordinary any circumstances this condition may be relaxed subject to the following condition:</p> <p>a) Total voyage period, the consignment will take to reach Chittagong Port must be indicated in the offer.</p> <p>b) Confirmation certificate from the transshipment port authority regarding transshipment shall be a part of negotiable documents.</p> <p>c) The document shall be negotiable after 7 days from the date of shipment.</p> <p>V) The Contract shall come into force after opening of L/C.</p> <p>VI) The Tender document is the integral part of the contract.</p> <p>VII) Local agent’s commission will be paid equivalent Bangladeshi Currency (taka) on submission of Bills in triplicate supported by copies of non-negotiable shipping documents and clean M.R.R to be issued by the buyer at the exchange rate, which the bill of exchanges is negotiated.</p> <p>VIII) Custom clearance (C&F agency) cost is on Purchaser account. Inland transportation and Custom clearance (C&F agency) cost will be paid after receipt of goods at Eastern Cables Limited, Chattogram store with R & I report.</p>
GCC 27	<p><u>Customs duties, Taxes, Insurance :</u></p> <p>Eastern cables Limited shall bear the cost of insurance (from M/s. The Sadharan Bima Corporation, Sk. Mujib Road, Pathantooly, Chattogram, Bangladesh, Fax No. 880-31-720609) as well as pay all duties, VAT, taxes assessed by customs authority and payable to customs authority for import of the materials in Bangladesh.</p>
GCC 29	<p>The Performance Security/Guarantee shall not be withdrawn until the Warranty period ends.</p>

	<p><u>The inspections and tests shall be as follows:</u></p> <p>i) The buyer reserves the right to have the stores inspected before shipment by any agency of their choice. In that case inspection charges will be borne by the buyer. The name of inspecting agency will be intimated at the time placement of purchase order. The supplier will be liable to pay any expense for rejected stores and also for such inspection which will become payable to the inspector (s) due to multiple intervention/visits and or fruitless visit at the call of and to suit the convenience of the supplier. The inspector (s) should be provided with all facilities and assistance (viz. labour, materials, electricity, fuel, stores, apparatus, instruments etc. as may be required) to carry out his Job smoothly and without interference. The provision laid down above does not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of destination/buyer's warehouse at buyer's cost.</p> <p>ii) If any deviation/discrepancy(ies) is found during inspection against our contract or purchase order specification, instantly have to inform us by mail.</p> <p>iii) The PSI shall provide test reports to the purchaser duly signed by the PSI Company just after the inspection (within few hours of inspection) days after completion of QAT. The PSI will issue instruction to the supplier to deliver the goods to the purchaser's designated stores against satisfactory test report.</p> <p>iv) No goods/equipment shall be packed, prepared for shipment or dismantled for the purpose of packing unless it has been tested and approved by PSI Company or tests have been waived and written instruction have been received from the Purchaser.</p> <p>v) If any dissimilarity is observed during post delivery inspection on receive goods in respect to pre-inspected goods, the purchaser has to right, not to receive the goods in the purchaser's store.</p>
GCC 32.5	N/A
GCC 34.1	<p>i) Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods any be realized from the supplier/contractor.</p> <p>ii) In specific cases when delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidity damage, not over one percent per week or part thereof on the value of the undelivered goods may be charged.</p> <p>iii) In case of delay in delivery beyond one hundred days for importable item (s) purchase order/contract may be cancelled in which case the performance Guarantee shall be forfeited.</p> <p>iv) On genuine reasons/grounds beyond the control of the suppliers/contractors, extension of delivery period may, however, be granted by the purchase approving authority without realization of any liquidated damage provided validity of their performance Guarantee covers such extension.</p>
GCC 34.2	The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract price.
GCC 39.3(b)	<p>i) The buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the order/contract.</p> <p>ii) If the buyer and the supplier have not been able to resolve the dispute under or in connection with the order/contract amicably through direct negotiation, the dispute may be referred to the award of a sole arbitrator to be agreed by the parties, failing which the same shall be referred to arbitration by 2 (two) arbitrators, one to be nominated by the buyer and the other by the supplier, or in the case of the said arbitrators not agreeing then, to the award of an Umpire to be appointed by arbitrators in writing before proceeding with reference, and the decision of the sole arbitrators or of the arbitrators in the event of their not agreeing with umpire appointed by them as the case maybe shall be final and binding on the parties. Provisions of arbitration Act 1940 and rules there under and any statutory modification thereof shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh.</p>

Section-5 Tender and Contract Forms

Form	Title
Tender Forms	
G – 1	Tender Submission Sheet
G – 2	Price Schedule
G – 3	Specifications Submission Sheet
G – 4	Tenderer Information Sheet
G – 5	Manufacturer’s Authorisation Letter
G – 6	Bank Guarantee for Tender Security
Contract Forms	
G – 7	Notification of Award
G – 8	Contract Agreement
G – 9	Bank Guarantee for Performance Security

Tender Submission Sheet (Form G – 1)

Invitation for Tender No:

Date:

To:
Head of Purchase Department
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh.

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

The total price of our Tender, excluding price reduction(s) is:

Insert value in figures..... (Insert value in words).....

If applicable under Instruction to Tenderers (ITT) Sub-Clause 20.3, and in case we are awarded a contract for the discounts / cross- discounts offered, and the methodology for its application is:

We undertake, if our Tender is accepted, to deliver the goods in [] (weeks / months/days) from the date of L/C opening, in accordance with the delivery schedule specified in the Schedule of Requirements.

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in the Tender Data Sheet is attached in the form of a [bank guarantee] valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet and valid for a period of 4(Four) months beyond the date of last Shipment date of the goods & obligations under the Contract, including any warranty. We declare that ourselves, and any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and that the goods and related services will also be supplied from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

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.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of
the Tenderer.

Date:

Price Schedule for Supply of Antimony Tri-Oxide.

(Form-G2)

Tender No: EC/PUR/F- 301. Date: 22-10-2022.

Lot No.	Description of Item	Quantity In Kg	Unit (FOB) (USD)	Total (FOB)/(USD)
1.	Antimony Tri-Oxide.	500 Kgs		
Total FOB =				
Freight =				
Commission (If any)=				
Grand Total, CFR(C) =				

In words:

To be submitted:

1. Currency should be mentioned clearly.
2. Port of shipment & port of delivery should be mentioned clearly.

Signature of the tenderer with full address, date & seal

Specifications Submission and Compliance Sheet (Form G-3)

Specification of Supply of Antimony Tri-Oxide.

Material Specification:

Lot No.	Description of Item	Country of Origin	Manufacturer	Full technical specification and standards
1	Supply of Antimony Tri-Oxide.			

N.B.:

1. The Tenderer shall fill up above data in supporting with Manufacturer technical specification (signed), printed brochure and catalogue.

Signature of the Tenderer with full address, date & seal

Tenderer Information Sheet (Form G-4)

Notes on Tenderer Information Sheet

The information to be filled in by Tenderers in the following pages will be used for purposes of verification of eligibility and qualification of the Tenderer as provided for in relevant Clauses of the Instructions to Tenderers.

A. Individual Tenderers

1. General Information of the Tendered	
1.1	Tenderer's Legal Name
1.2	Tenderer's legal address in Country of Registration
1.3	Tenderer's legal status
	Proprietorship
	Partnership (Registered under the Partnership Act, 1932)
	Limited Liability Concern (Registered under the Companies Act, 1913)
	Others
1.4	Tenderer's Year of Registration
1.5	Tenderer's business status
	Manufacturer
	Local Agent/Distributor of a foreign Manufacturer
	Stockist
	Others
1.6	Tenderer's Authorised Representative Information
	Name
	Address
	Telephone/Fax Numbers
	e-mail address
1.7	Tenderer's Value Added Tax Registration Number
1.8	Tenderer's Income Tax Identification Number (TIN)

1.9	Tenderer to attach copies of the following documentation:	(a) Articles of Incorporation or Registration of firm. (b) Latest Income Tax Clearance Certificate (c) Latest VAT Registration Certificate (d) Original letter naming the person authorised to sign on behalf of the Tendered. Others (to be completed by the Purchaser if required)
2. Qualification Information of the Tenderer:		
2.1	Number of years of overall experience of the Tenderer in the supply of goods and related services:	
2.2	Number of years of specific experience of the Tenderer in the supply of similar goods and related services:	
2.3	Total annual monetary value of similar goods supplied in each of the last five years.	
2.4	Available liquid assets	
2.5	Details of production capacity/ equipment available:	
2.6	Major supplies of similar type of Goods over the last Three years. Also list details of supplies of similar type of Goods under way or committed, including expected delivery date.	
3. Financial Information of the Tenderer:		
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.	
3.2	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer	
3.3	Information on litigation in which the Tendered is, or has been, involved:	
	(a) Any case within the past Three years	
	Cause of Dispute	Result of Settlement and amount involved
	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case
Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.		

Manufacturer's Authorisation Letter (Form G - 5)

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

To:

Eastern Cables Limited.

North Patenga, Chittagong-4204,

Bangladesh

Attention:

(Head of Purchase Department)

WHEREAS, we [name and address of manufacturer] are reputable manufacturers having factories at [list of places of factories].

THEREFORE, we do hereby:

1. Authorise [name of Tenderer] to submit a Tender in response to the Invitation for Tenders indicated above, the purpose of which is to provide the following Goods, [description of goods], manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and
2. Extend our full guarantee and warranty in accordance with GCC Clause 32, with respect to the Goods offered in the Tender.

Signed

In the capacity of:

Duly authorised to sign the authorisation for and

on behalf of

[name of manufacturer]

Date:

Contd..... 34.

Bank Guarantee for Tender Security (Form G - 6)

[This is the format for the Tender Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 27]

To:
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh

Attention:
Head of Purchase Department

TENDER GUARANTEE NO:

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

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

At the request of the Tenderer, we [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Tk. [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer.

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity,
 - (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form, This guarantee will expire if:
- (a) the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight days after the expiration of the Tenderer’s Tender, being [date of expiration of the Tender].

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

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Notification of Award (Form G - 7)

To,

This is to notify you that your Tender dated [insert date] for the Supply/execution of the Works for [name of project/Contract] for the Contract Price of Taka [amount in figures and words], as corrected and modified in accordance with the Instructions to Tenderers, has been approved by [name of Employer/Procuring Entity].

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) days of its issuance pursuant to ITT clause 49
- ii. furnish a Performance Security in the specified format and in the amount of Tk. [state amount in figures and words] within (14) fourteen days of issuance of this letter, in accordance with ITT clause 50
- iii. signing the Contract Agreement within twenty-one (28) days, in accordance with ITT clause 51

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

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

Signed

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

Date:

Contract Agreement (Form G - 8)

THIS AGREEMENT made the [day] day of [month][year] between [name and address of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name and address of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, [brief description of goods and related services] and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka [Contract Price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Form of Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tendered;
 - (d) the completed Price Schedules as submitted by the Tendered;
 - (e) the Particular Conditions of Contract;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications and
 - (i) any other document listed in the PCC as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence of

Name

Bank Guarantee for Performance Security (Form G-9)

[This is the format for the Performance Security to be issued by a scheduled bank
in Bangladesh in accordance with ITT Clause 50]

Notification of Award No.

Date:

To:
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh.

Performance Guarantee No.
Issuing Date:
Amount:
Expiry Date:
Issued on Request of :
(Supplier's Name & Address)

Attention:
Head of Purchase Department

PERFORMANCE GUARANTEE NO:

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

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

At the request of the Supplier, we [name of bank & address with phone no.] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

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

Signature

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Section-6

Schedule of Requirements

For Supply of Antimony Tri-Oxide of as per attached specification.

Lot No.	Description of Item	Quantity	Point of delivery	Completion time
1	Antimony Tri-Oxide.	500 Kg	CFR© Chattogram port/ ECL Store.	<u>SHIPMENT PERIOD:</u> Shipment shall have to be effected positively as under: - Entire Quantity within 30 days after opening of L/C.

Name of Tenderer:

Signature of Tenderer:

Date:

Section-7

Technical Specification for Supply of Antimony Tri-Oxide.

Quantity: 500 Kg.

- | | | | |
|----|----------------------------|---|-------------|
| a) | Antimony Tri-Oxide Content | : | 99% (Min) |
| b) | Arsenic Content | : | 0.15% (Max) |
| c) | Iron Content | : | 0 – 0.02 % |
| d) | Lead Content | : | 0– 0.025 % |
| e) | Moisture Content | : | 0.1% (max) |

Catalogue/Literature in English to be submitted with the offer.

PACKING: Net 25 Kg in 4 ply Kraft paper bag with one ply. P.E film liner. Export standard sea worthy packing strong enough to withstand rough handling during transportation.

SAMPLE: Minimum 5 kg to be submitted by the new Bidders/suppliers along with the offer or at least 7(seven) working days submit the sample from the date of Tender opening. If the material is not earlier used/tested acceptance by Eastern Cables Limited.

The bidder shall have to submit the following documents along with Quotation:

1. Full technical Specifications and details.
2. Technical literature.
3. Mill Test Certificate.
4. Manufacturer's Certificate confirming the tender specification.
5. Information about supply records for last three years.
6. Principal/Manufacturer Bank Details for Opening L/C
7. Principal/Manufacturer e-mail address.

Name of Tenderer:

Signature of Tenderer:

Date:

Section-8:

Guaranteed Technical Particulars (GTP) For

Supply of Antimony Tri-Oxide.

(To be filled up by the Manufacturer in Manufacturer Letterhead pad, otherwise the bid shall be rejected)

S/L No.	Description	Unit	ECL Requirement	Bidder's Guaranteed Data
01.	Manufacturer's Name & Address		To be mentioned	
02.	Model/Brand Name		To be mentioned	
03.	Country of Origin		To be mentioned	
04.	Year of Manufacture		To be mentioned	
05.	Reference Standard		To be mentioned	
06.	Antimony Tri-Oxide Content		99% (Min)	
07.	Arsenic Content		0.15% (Max)	
07.	Iron Content		0 – 0.02 %	
08	Lead Content		0– 0.025 %	
09.	Moisture Content		0.1% (max)	

[The Tenderer should complete all the columns as required]

Signature:

Name & Designation of tendered

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

Signature

Name and Designation of Manufacturer

NOTE: EASTERN CABLES LTD. IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

**INTERNATIONAL TENDER ENQUIRY FOR
PROCUREMENT OF 2 M.T (1500Kgs 50mm and 500 Kgs
30mm) GUMMED COTTONTAPE (TOILETEX)**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F-306, DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45 AM**



EASTERN CABLES LIMITED

(An Enterprise of Bangladesh Steel & Engineering Corporation)

North Patenga, Chattogram-4204, Bangladesh.

Telephone No: 02333301291, 02333301296,

Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com

[ISO 9001:2015 CERTIFIED COMPANY]

EASTERN CABLES LIMITED

COST OF TENDER DOCUMENTS TK. 1,000.00 PER SET (NON-REFUNDABLE)

**TENDER DOCUMENTS FOR PROCUREMENT OF GUMMED COTTON TAPE (TOILETEX),
QUANTITY: 1 M.T UNDER CASH/UPAS/CREDIT/GRANT/OR ANY UNTIED SOURCE.**

**N.B: ANY CONDITIONAL OFFER SHALL NOT BE ACCEPTED. SO, THE BIDDERS MUST
SUBMIT THEIR QUOTATIONS/BIDS FULLY COMPLYING THE TENDER TERMS
QUOTATIONS/BIDS ANY DEVIATION FROM THE TENDER TERMS & CONDITIONS
SHALL BE TREATED AS NON-RESPONSIVE.**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F-306, DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45AM**

**N.B: IN CASE OF HARTAL, STRIKE, ANY HOLIDAY DECLARED BY THE GOVT. OR ANY
UNAVOIDABLE CIRCUMSTANCES THE TENDER WILL BE RECEIVED & OPENED NEXT
NORMAL WORKING DAY AS PER SCHEDULE TIME AS MENTIONED ABOVE.**

**EASTERN CABLES LIMITED**

North Patenga, Chattogram, Bangladesh

Invitation for International Tender Notice (OTM) for following items

01.	Ministry		Ministry of Industries.			
02.	Name of Agency		Bangladesh Steel & Engineering Corporation, Dhaka.			
03.	Procuring Entity Name		Eastern Cables Limited, North Patenga, Chattogram.			
04.	S/L	Name of Procurement	Reference No. & Date	Cost of Tender Documents	Tender Security	Tender Receiving and Opening Date and Time.
	4.1	Antimony Tri-Oxide Quantity : 500 Kgs.	EC /PUR/F-301 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	Date: 24.11.2022 Receiving on 11.30 AM Opening on 11.45 AM
	4.2	Dibasic Lead Phthalate (Naftovin T-80) Quantity : 3 M.T	EC/PUR/F-302 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.3	Pigment (Red) & Pigment (Yellow) Quantity : 500 Kgs & 200 Kgs.	EC/PUR/F-303 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.4	Soot Paste Quantity : 5 M.T	EC/PUR/F-304 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
	4.5	Paraffin Wax Quantity- 3 M.T	EC/PUR/F-305 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	
	4.6	Gummed Cotton Tape Quantity- 2 M.T (1500 Kgs, 50mm & 500 Kgs, 30mm)	EC/PUR/F-306 dated: 22.10.2022	Taka- 1,000.00	USD - 600.00	
	4.7	Nylon Conducting Tape Quantity- 1 M.T Width: 50mm	EC/PUR/F-307 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
05.	Budget and source of Funds		Own			
06.	Tender Last Selling Date		Dated: 23.11.2022			
07.	Selling of Tender Documents		1. Cash section, Controller of Accounts, BSEC Bhaban, Dhaka-1215. 2. Cash section, Head of Accounts, ECL, Chattogram.			
08.	Place of Receiving & Opening Tender Document		Eastern Cables Limited Share Office, BSEC Bhaban (4th floor), 102 Kazi Nazrul Islam Avenue, Dhaka-1215, Bangladesh.			
09.	Eligibility of Tenderer		As per Tender documents.			
10.	Brief Description of Goods		As per Tender documents specification.			
11.	Location of Delivery and Appointment		CFR© Chattogram Port.			
12.	Name of Official Inviting Tender		Head of Purchase Department			
13.	Designation of Official Inviting Tender		Engineer (Mechanical)			
14.	Address of Official Inviting Tender		Eastern Cables Limited, Patenga, Chattogram.			
						(Md. Golam Hidher) Engineer (Mechanical) Head of Purchase Department

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SECTION - 1

Instructions to Tenderer

A-General

1. Scope of Tender:

- 1.1 The Purchaser, as indicated in the Tender Data Sheet (TDS), issues this Tender Document for the supply of Goods, and Related Services 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 Tendered will be required to complete the delivery of the goods and related services (when applicable) as specified in the Particular Conditions of Contract (PCC).
- 1.3 **Throughout this Tender Document:**
 - (a) The term “in writing” means communicated in written form with proof of receipt.
 - (b) If the context so requires, singular means plural and vice versa.
 - (c) “Day” means calendar day.

2. Source of Fund:

- 2.1 Companies Own Fund.

3. Corrupt Fraudulent Collusive or Coercive Practices:

- 3.1 The company requires that Purchase, as Tenderers and Suppliers shall observe the highest standard of ethics during the Implementation of procurement proceedings and the execution of contracts under company funds.
- 3.2 In pursuance of this requirement, the Purchaser shall:
 - (a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under companies funds;If it, at any time, determines that the Tendered has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under company funds.
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tendered to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tendered concerned. Any communications between the Tendered and the Purchaser related to matters of alleged fraud or corruption shall be in writing.
- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:-
 - (a) “corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
 - (b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
 - (c) “collusive practice” means a scheme or arrangement among two or more Tenderers, with or without the knowledge of the Purchaser (prior to or after Tender submission), designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
 - (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- 3.5 The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 38.1(c).
- 3.6 The Government requires that the Purchaser’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Tenderers:

- 4.1 This Invitation for Tender is open to eligible Tenderers from all countries, except for any specified in the TDS.
- 4.2 A 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 Purchaser.
- 4.3 The Tendered shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause.

- 4.4 The Tenderer with a consistent history of litigation or a number of arbitration awards against it, shall not be eligible to Tender. The Tendered shall supply the information requested in Para 3.3 of the Tendered Information Sheet (Form G-4).
- 4.5 The Tenderer shall have the legal capacity to enter into the contract.
- 4.6 The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.7 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

5. Eligible Goods and Related Services:

- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.
- 5.3 The origin of goods and services is distinct from the nationality of the Tendered.

6. Site Visit:

- 6.1 For goods contracts requiring installation/commissioning/networking or similar services at site, the Tendered, 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.
- 6.2 The Tenderer should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 6.3 The costs of visiting the Site shall be at the Tenderer’s own expense.

B- Tender Document

7. Tender Document: Sections:

- 7.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.
 Instructions to Tenderers (ITT).
 Tender Data Sheet(TDS)
 General Conditions of Contract (GCC).
 Particular Condition of Contract(PCC)
 Tender and Contract Forms.
 Schedule of Requirements.
 Technical Specifications & Drawing.
- 7.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.
- 7.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.

8. Tender Document: Clarification :

- 8.1 prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the TDS. The Purchaser will respond in writing to any request for clarification received no later than seven (07) days prior to the deadline for submission of Tenders.
- 8.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 8.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 10 and ITT Sub-Clause 30.3.

9. Tender Document Pre-Tender Meeting:

- 9.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.
- 9.2 The Tenderer is requested to submit any questions in writing so as to reach the Purchaser not later than five (5) days prior to the date of the meeting.
- 9.3 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 seven (7) days to all those who purchased the Tender Document. Any modification to the Tender Document listed in ITT Sub-Clause 7.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Amendment pursuant to ITT Clause 10 and not through the minutes of the pre-Tender meeting.
- 9.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tendered.

10. Tender Document: Amendment:

- 10.1 At any time prior to the deadline for submission of Tenders, the Purchaser for any reason, on its own initiative or in response to a clarification request in writing from a Tendered, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
- 10.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 10.3 To give a prospective Tendered reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 30.3. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Purchaser, if so requested by a substantial number of Tenderers.

C- Qualification Criteria

11. General Criteria:

- 11.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience, reputation, and the personnel to perform the contract.
- 11.2 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots

12. Experience Criteria:

- 12.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
 - A) A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;
 - B) The specific experience in the supplying of related goods and services as specified in the TDS;
 - C) A minimum production capacity or availability of equipment as specified in the TDS;and
 - D) In case of a Tendered offering to supply goods which the Tendered did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods.

13. Financial Criteria:

- 13.1 The Tenderer shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
 - A) The satisfactory completion of supply of goods of value stated in the TDS under a single contract in the last five years; and
 - B) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.

D. Tender Preparation

14. Tender: Only One:

- 14.1 A Tenderer shall submit only one (1) Tender for each item, either individually. A Tendered who submits or participates in more than one (01) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.

15. Tender: Preparation Costs:

- 15.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

16. Tender: Language

- 16.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English or Bangla language, unless specified otherwise in the TDS. Supporting documents and printed literature furnished by the Tendered may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 16.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

17. Tender: Contents of Tender:

- 17.1 The Tender prepared by the Tenderer shall comprise the following:
 - (a) The Tender Submission Sheet (Form G-1);
 - (b) The Price Schedule (Form G-2) completed in accordance with ITT Clauses 18, 20 and 21;
 - (c) Original Tender Security (Form G-6) completed in accordance with ITT Clause 27;

- (d) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 18;
- (e) Alternative Tenders, if permitted, in accordance with ITT Clause 19;
- (f) Written confirmation authorising the signatory of the Tender to commit the Tendered, in accordance with ITT Clause 28;
- (g) Documentary evidence in accordance with ITT Clause 22 establishing the Tenderer's eligibility to Tender, including the Tenderer Information Sheet (Form G-4) and the Manufacturer's Authorisation Letter (Form G-5), when applicable;
- (h) Documentary evidence in accordance with ITT Clauses 23 and 37 that the Goods and Related Services are of eligible origin and conform to the Tender Document;
- (I) Documentary evidence in accordance with ITT Clause 24 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and any other document as specified in the TDS.

18. Tender: Submission Sheet, Price Schedules and Specifications Submission Sheet:

- 18.1 The Tenderer shall submit the completed Tender Submission Sheet (Form G-1) as furnished in Section 5: Tender and Contract Forms. This document 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 non-responsive.
- 18.2 The Tenderer shall submit the completed Price Schedule for Goods and Related Services (Form G-2) as furnished in Section 5: Tender and Contract Forms.
- 18.3 The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section 5: Tender and Contract Forms.
- 18.4 All the documents mentioned in ITT clauses 18.1 to 18.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.

19. Tender: Alternatives:

- 19.1 Unless otherwise stated in the TDS, alternative Tenders shall not be considered.

20. Tender: Prices and Discounts:

- 20.1 The prices and discounts quoted by the Tendered in the Tender Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 20.2 All items for each lot, as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). For any item listed in the Schedule of Requirements, but not shown in the Price Schedule, it shall be assumed that the item is not included in the Tender. For any item listed in the Schedule of Requirements, but shown un-priced in the Price Schedule, it shall be assumed that the price is included in the prices of other items. In all cases the Tender shall be evaluated in accordance with ITT Sub-Clause 20.3.
- 20.3 Tenders are being invited either for individual lots or for any combination of lots and prices quoted shall correspond to 100% of the items and quantities specified for each lot. If so indicated in the TDS Contracts may be awarded on a lot-by-lot basis and Tenderer's wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each lot or combination of lots.
- 20.4 The Tenderer shall indicate on the Price Schedule (Form G-2) the unit prices (where applicable) and the total price of the lot it proposes to supply under the contract.

21. Tender Currency:

- 21.1 For expenditure that will be incurred in Bangladesh, the Tendered shall quote the prices in Bangladesh Taka.
- 21.2 For expenditure that will be incurred outside Bangladesh, the Tendered may quote the prices in USD or GBP or EURO or JPY as specific in TDS.

22. Tenderer Documents Establishing Eligibility:

- 22.1 The Tenderer shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and, in particular, shall complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section 5: Tender and Contract Forms; and
- 22.2 If so specified in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation Letter (Form G-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.

23. Goods and Related Services Documents Establishing Eligibility:

- 23.1 To establish the conformity of the Goods and Related Services to the Tender Document, the Tenderer shall furnish as part of its Tender the documentary evidence that the goods conform to Section 7: Technical Specifications.

23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating the substantial responsiveness of the Goods and Related Services to those requirements of Section 7: Technical Specifications, and if applicable, a statement of deviations and exceptions. The Tendered shall note that standards for workmanship, material, and equipment as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tendered may substitute alternative standards/ brand names, etc. in its tender provided that it demonstrates to the Purchaser's satisfaction that substitutions ensure substantial equivalence.

24. Tenderers: Documents Establishing Qualifications:

24.1 Tenderers shall submit documentary evidence to meet the qualification criteria specified in Sub-Section C, Qualification Criteria of the ITT.

24.2 Tenderers shall submit the Tendered Information Sheet (Form G-4) furnished in Section 5: Tender and Contract Forms.

24.1 Tenderers shall include the following information and documents with their Tenders:

- a) Total monetary value of similar goods supplied for each of the last three (3) years.
- b) Details of major supplies of similar types of Goods over the last three (3) years, and clients who may be contacted for further information on those contracts;
- c) Financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
- d) Authority to seek references from the Tenderer's Bankers; and Information on past (3 years) litigation in which the Tendered has been involved or in which the Tendered is currently involved.

25. Tendered: Disqualification:

25.1 The Purchaser shall disqualify a Tendered who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, the Purchaser may declare such a Tendered ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.

25.2 The Purchaser may disqualify a Tendered who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

26. Tender: Validity:

26.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by the Purchaser, pursuant to ITT Clause 30. A Tender valid for a shorter period shall reject by the Purchaser as non-responsive.

26.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 27, shall also be suitably extended promptly. If a Tendered 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 Tendered agreeing to the request will not be required or permitted to modify its Tender.

27. Tender: Security:

27.1 The Tenderer shall furnish as part of its Tender, a Tender Security in original form (Form G-6) and in the amount specified in the TDS.

27.2 The Tender Security shall:

- a) At the Tenderer's option be either;
 - (i) in the form of a bank draft or pay order from schedule Bank in Bangladesh ; or
 - (ii) in the form of an irrevocable bank guarantee (Form G-6) issued by a Scheduled Bank in Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
- b) Be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 27.5 being invoked; and
- c) Remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under ITT Clause 26.2.

27.3 A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 27.2, shall be rejected by the Purchaser as non-responsive.

27.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 26.1 and 26.2. The Tender Security of the successful Tendered will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 51 and signing the Contract Agreement.

27.5 The Tender Security may be forfeited:

- (a) if a Tendered withdraws its Tender during the period of Tender validity specified by the Tendered on the Tender Submission Sheet, except as provided in ITT Sub-Clause 26.2; or

- (b) if the successful Tendered fails to:
 - (i) Accept the correction of its Tender Price pursuant to ITT Sub-Clause 39.2; or
 - (ii) Furnish a Performance Security in accordance with ITT Clause 50; or
 - (iii) Sign the Contract in accordance with ITT Clause 51.

28. Tender Format and Signing:

- 28.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 17.1 and clearly mark it “ORIGINAL”. In addition, the Tendered 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.
- 28.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tendered. This authorisation shall consist of a written authorisation and shall be attached to the Tendered Information Sheet (Form G-4). The name and position held by each person signing the authorisation 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 or initialled by the person signing the Tender.
- 28.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E. Tender Submission

29. Tender: Sealing and Marking:

- 29.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”, “TRIPLICATE”, “QUADRUPLICATE.” The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.
- 29.2 The inner and outer envelopes shall:
 - (a) bear the name and address & sign of the Tendered;
 - (b) be addressed to the Purchaser at the address specified in the TDS;
 - (c) bear the name of the Tender and the Tender Number as specified in the TDS; and
 - (d) bear a statement “DO NOT OPEN BEFORE” the time and date for Tender opening as specified in the TDS.
- 29.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 29.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

30. Tender: Submission Deadline:

- 30.1 Tenders must be received by the Purchaser at the address specified in ITT Sub-Clause 29.2 no later than the date and time as specified in the TDS.
- 30.2 Tenderers shall be delivered their tenders by hand registered mail or sent by courier as stated in TDS.
- 30.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 10, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

31. Tender: Submitted Late:

- 31.1 Any Tender received by the Purchaser after the deadline for submission of Tenders in accordance with ITT Clause 31 shall be declared late, will be rejected, and returned unopened to the Tendered.

32. Tender: Modification, Substitution or Withdrawal:

- 32.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 28.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
 - (a) submitted in accordance with ITT Clauses 28 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION” “SUBSTITUTION,” OR “WITHDRAWAL,” and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 30.
- 32.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 32.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 32.3 No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 30.

F-Tender Opening and Evaluation

33. Tender Opening:

- 33.1 The Purchaser shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 32, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 32 shall not be opened. Tendered or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a register evidencing their attendance.
- 33.2 The name of the Tendered, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts and alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Purchaser's Tender Opening Committee.
- 33.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tendered upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tendered and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 33.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tendered.
- 33.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tendered pursuant to ITT Clause 31.

34. Tender: Confidentiality:

- 34.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.

35. Tender: Clarification:

- 35.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 39.

36. Tenderer Contacting the Purchaser:

- 36.1 Following the opening of the Tenders and until the Contract is signed no tenderer shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 36.2 Any effort by a Tenderer to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 36.3 Notwithstanding ITT Sub Clause 36.1, from the time of Tender opening to the time of Contract award, if any Tendered wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.

37. Tender: Responsiveness:

- 37.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 37.2 A substantially 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 performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Tendered presenting substantially responsive Tenders.
- 37.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tendered by correction of the material deviation, reservation or omission.
- 37.4 There shall be no requirement as to the minimum number of responsive Tenders.

38. Tender: Non-conformities, Errors, and Omissions:

- 38.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 38.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tendered submits 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 price of the Tender. Failure by the Tendered to comply with the request may result in the rejection of its Tender.

39. Tender: Correction of Arithmetical Errors:

- 39.1 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 39.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-clause 39.1, is found it shall be immediately notified to the concerned Tendered.
- 39.3 Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-clauses 39.1, its Tender shall be disqualified and its Tender Security may be forfeited.

40. Tender: Preliminary Examination:

- 40.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 17 has been provided, and to determine the completeness of each document submitted.
- 40.2 The Purchaser shall assess whether the Tenderer's Qualifications as per Section C are substantially met. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 41 and 42.

41. Tender: Technical Evaluation:

- 41.1 The Purchaser shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tendered without any material deviation or reservation.
- 41.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 23, to confirm that all requirements specified in Section 7: Technical Specifications, have been met without any material deviation or reservation.
- 41.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 37, it shall reject the Tender.

42. Tender: Financial Evaluation:

- 42.1 The Purchaser shall thirdly evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 42.2 To evaluate a Tender, the Purchaser shall consider the following:
 - (a) The Tender price as quoted in accordance with ITT Clauses 18 and 20, excluding local taxes (VAT and other taxes) which will be payable on the goods if contract is awarded);
 - (b) Price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 39.1;
 - (c) The applicable economic factors of evaluation set out in ITT Sub-Clause 42.3.
- 42.3 The Purchaser's economic evaluation of a Tender will take into account, in addition to the delivered price offered in accordance with ITT Sub-Clause 18.1, one or more of the factors affecting the economic value of the Tender from the list below, as specified in the TDS, and as quantified in ITT Sub-Clause 42.5:
 - (a) The delivery schedule offered in the Tender; and
 - (b) The projected operating and maintenance costs during the anticipated life-cycle of the spare parts;
 - (c) The performance and productivity of the equipment offered; or
 - (d) Any other specific criteria as specified in Section 7: Technical Specifications.
- 42.4 For those factors specified in ITT Sub Clause 42.4 which are selected to be considered in the evaluation of the Tenders, one or more of the following quantification methods shall be applied, as specified in the TDS.
 - (a) Delivery schedule:
 - (i) The goods covered under the IFT are required to be delivered at the time specified in Section 6: Schedule of Requirements. Treating the Tender with the earliest delivery as the base, a delivery 'adjustment' will be calculated for other Tenders for the purpose of evaluation, by applying a

Percentage, as specified in the TDS, of the Tender price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.

or

- (ii) The goods covered under the IFT are required to be delivered within an acceptable range of weeks as specified in Section 6: Schedule of Requirements. No credit shall be allowed to earlier deliveries, and Tenders offering delivery beyond this range shall be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added, for the purpose of evaluation, to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in Section 6: Schedule of Requirements.

or

- (iii) The goods covered under the IFT are required to be delivered in partial shipments, as specified in Section 6: Schedule of Requirements. Tenders offering deliveries later than the specified deliveries will be adjusted for the purpose of evaluation by adding to the Tender price a factor equal to a percentage, as specified in the TDS, of the Tender price per week of variation from the specified delivery schedule.

- (b) Projected operating and maintenance costs:
Operating and maintenance costs of the goods will be evaluated in accordance with the criteria specified in the TDS or in Section 7: Technical Specifications.

- (c) Performance and productivity of the equipment:

- (i) Tendered shall state the guaranteed performance or efficiency of their equipment offered in response to Section 7: Technical Specifications. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the TDS will be added to the Tender price for the purpose of evaluation, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in Section 8: Technical Specifications.

or

- (i) Equipment offered shall have a minimum productivity specified under the relevant provision in Section 7: Technical Specifications, to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender prices for the purpose of evaluation, using the methodology specified in Section 8: Technical Specifications.

- (d) Specific additional criteria:

Other specific additional criteria to be considered in the evaluation and the evaluation method to be used for such criteria shall be as specified in the TDS and/or Section 7: Technical Specifications.

43. Tender: No Negotiation:

43.1 No negotiation shall be held with the lowest or any other Tendered.

43.2 A Tendered shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender.

44. Tender: Comparison:

44.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 42.

45. Tenderers Post-qualification :

45.1 The Purchaser shall determine to its satisfaction whether the Tendered that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.

45.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tendered, pursuant to ITT Clause 24, to clarifications in accordance with ITT Clause 35 and the qualification criteria indicated in ITT Clauses 11, 12 and 13. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.

45.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tendered. A negative determination shall result in rejection of the Tenderer's Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

46. Tenders: Purchaser's Right to accept or to Reject Any or All:

46.1 The Purchaser reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for the Purchaser's actions.

G-Contract Award

47. Award Criteria:

- 47.1 The Purchaser shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

48. Purchaser's Right to Vary Quantities:

- 48.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

49. Notification of Award:

- 49.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tendered, in writing, that its Tender has been accepted.
- 49.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 49.3 The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

50. Performance Security:

- 50.1 Within Twenty eight (28) days from the issuing of Notification of Award from the Purchaser, the successful Tendered shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-9) furnished in Section 5: Tender and Contract Forms.
- 50.2 The Performance Security shall be valid 4(four) month beyond the date last Shipment of the goods.
- 50.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

51. Contract: Signing:

- 51.1 At the same time as the Purchaser issues the Notification of Award to the successful Tendered for the Contract signing.
- 51.2 Twenty eight (28) days from the issuing of the Notification of Award the successful Tendered shall sign the Contract Agreement.
- 51.3 Failure of the successful Tendered to submit the Performance Security pursuant to ITT Clause 50 or sign the Contract pursuant to ITT Sub-Clause 51.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tendered at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.
- 51.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tendered, the Purchaser shall discharge and return the successful Tenderer's Tender Security.

52. Advising Unsuccessful Tenderer:

- 52.1 Upon the successful Tendered furnishing Performance Security pursuant to ITT Clause 50, and signing the Contract pursuant to ITT Clause 51, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.
- 52.2 The Purchaser shall promptly respond in writing to any unsuccessful Tendered who, after notification in accordance with ITT Sub-Clause 52.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.

53. Tenderer Right to complain:

- 53.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Purchaser by the Public Procurement Regulations (2008)
- 53.2 The complaint shall firstly be process through an administrative review following the procedures set act in Regulation of the PPR-2008. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS
- 53.3 If not satisfied with the outcome of the administrative review, the Tendered may complain to review Panel pursuant to Regulation of the PPR 2008.

SECTION – 2

Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT clauses.	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<u>A. General</u>	
ITT 1.1	<p>The Purchaser is: Eastern Cables Limited. Representative: Head of Purchase Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: 02333301296, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com</p> <p>The Name of the Tender is: Supply of Gum Cotton Tape (Toiletex).</p>
ITT 4.1	Tenderer's from the following countries are not eligible: Israel
ITT 5.1	Goods will be supplied as per technical specification. Tendered declared ineligible by the Government of Bangladesh are not eligible.
<u>B. Tender Document</u>	
ITT 8.1	<p>For clarification of Tender purposes only, the Purchaser's address is: Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: 02333301296, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com</p>
ITT 9.1	A Pre-Tender meeting shall not be held.
<u>C. Qualification Criteria</u>	
ITT 12.1(a)	The Tenderer shall have a minimum of (03) three years of overall experience in the supply of goods and related services.
ITT 12.1 (b)	The Manufacturer shall have a minimum of (03) three years specific experience in the supply of goods.
ITT 12.1 (c)	The minimum production capacity or availability of equipment is/are: At least 50.00 Tons per month.
ITT 13.1(a)	N/A.
ITT 13.1(b)	For minimum amount of liquid asset or working capital or credit facility is 100% of quoted price; supported with a Bank Solvency Certificate:
<u>D. Preparation of Tender</u>	
ITT 16.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.
ITT 17.1(j)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <ul style="list-style-type: none"> i) Original written confirmation authorizing the signatory of the Tender: ii) Total monetary value of supply and related services for each of the last 3 years evidence by acceptable supply certificate. iii) Reports on the financial standing of the Tenderer, such as profit loss statements and corresponding auditor's report for the last 3 years iv) Articles of incorporation or Registration of Firm when applicable and as per tender document. v) 03 no. end user Performance certificate of last 3 (Three) years.
Contd..... 14.	

	vi) Factory/mill Test/Quality Certificate. vii) List of test equipments. viii) Valid ISO certificate of Manufacturer. ix) Up to date Trade Licence, Bank Solvency Certificate, VAT Registration Certificate and Income Tax clearance Certificate should be submitted (If applicable) x) Calibration certificate of the test equipment is N/A. xi) Original colour printed Catalogue/Brochure. xii) Manufacturer's authorization certificate
ITT 19.1	Alternative Tenders will not be permitted.
ITT 20.3	Tenders are being invited for a single lot/ more than one lot.
ITT 20.4	The Tenderer shall submit prices for the following incidental services: as stated in Price schedule of Goods (G-2)
ITT 21.2	Name of the foreign currency: USD, GBP, Euro and Yan
ITT 22.2	Manufacturer's Authorisation Letter is required for all the items listed in Section 6: Schedule of Requirements.
ITT 26.1	The Tender validity period shall be 60 days from the date of tender opening.
ITT 27.1	The amount of the Tender Security shall be USD –600.00
ITT 28.1	In addition to the 01(one) Original of the Tender & 01 (one) Duplicate copy shall be submitted.
<u>E- Submission of Tender</u>	
ITT 29.2(b)	The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296,</u> Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com The deadline for submission of Tenders is: [As specified in the Tender Notice]
ITT 29.2(c)	The inner and outer envelope shall bear the following additional identification marks: <ol style="list-style-type: none"> 1) Tender No. & Date 2) Brief Description of the materials. 3) Name & Address of the Purchaser. 4) Name & Address of the Tenderer.
<u>F-Opening and Evaluation of Tenders</u>	
ITT 33.1	The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296,</u> Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com On Time & Date: [As specified in the Tender Notice]
ITT 42.3	The applicable economic factors for evaluation shall be as follows: "None"
ITT 42.4(a)	The following quantification methods shall be applied. Evaluation shall be done on the basis of total price. Accordingly award will be given to the lowest responsive tendered. Adjustment expressed as a percentage: a rate of zero point five percent (0.5) per week but not exceeding 10% of the contract price.
Contd..... 15.	

G- Award of Contract

ITT 48.1	The maximum percentage by which quantities per item may be increased is 10% . According to necessity and approval of competent authority. The maximum percentage by which quantities per item may be decreased is 10% . According to necessity and approval of competent authority.
ITT 50.1	Successful tendered shall be required to furnish a performance bond covering 10% (ten per cent) of total CFR value in form of an unconditional Bank Guarantee executed by any scheduled Bank of Bangladesh as per proforma enclosed. The performance Guarantee shall have to be valid for a period covering minimum 120 calendar days beyond the date of shipment of the goods. Performance bond must be furnished within 14 (Fourteen) days from the date of Notification of Award and as per terms stipulated thereon. Performance bond shall be enchased if the supplier fails to supply the goods in time or commits any breach of contract. Should the suppliers be adjudged insolvent the purchaser shall have the right to terminate the contract and forfeit the performance Guarantee submitted against the contract.
ITT 53.2	The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram, Bangladesh.

SECTION – 3

General Conditions of Contract

1. Definitions:

- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) Completion Schedule means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) Contract Agreement means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (c) Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto;
 - (d) Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;
 - (e) Day means calendar day;
 - (f) Delivery means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
 - (g) GCC mean the General Conditions of Contract;
 - (h) Goods means all of the commodities, raw materials, machineries and equipments, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Purchaser under the Contract, as specified in the PCC;
 - (i) Government means the Government of the People’s Republic of Bangladesh;
 - (j) Purchaser means the entity purchasing the Goods and Related Services, as specified in the PCC;
 - (k) Related Services means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
 - (l) PCC means the Particular Conditions of Contract;
 - (m) Subcontractor means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract;
 - (n) Supplier means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the PCC and the Contract Agreement, and includes the legal successors or permitted assigns of the Supplier;
 - (o) Writing means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

2. Contract Documents:

- 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices:

- 3.1 The company requires that Purchasers, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under company’s funds.

4. Interpretation:

4.1 Amendment:

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

4.2 Partial Supply:

- (a) If partial supply is specified in the Schedule of Requirements, references in the GCC to the Supply and to the Delivery Date shall apply to any portion of the Supply (other than references to the Completion Date for the whole of the Supply).

5. Documents Forming the Contract and Priority of Documents:

- 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the signed Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tendered;
 - (d) the completed Price Schedules as submitted by the Tendered;
 - (e) the Particular Conditions of Contract;

- (f) the General Conditions of Contract;
- (g) the Schedule of Requirements;
- (h) the Technical Specifications;
- (i) the Drawings, and;
- (j) Any other document listed in the PCC as forming part of the Contract.

6. Eligibility:

- 6.1 The Supplier and its Sub-Contractors shall have the nationality of a country other than those specified in the PCC.
- 6.2 All Goods and Related Services supplied under the Contract shall have their origin in the countries except those specified in the PCC.

7. Governing Language:

- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in English, unless otherwise stated in the PCC. 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, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Governing Law:

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

9. Gratuities/Agency fees:

- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.

10. Joint Venture, Consortium or Association (JVCA):

- 10.1 Deleted.

11. Confidential Information:

- 11.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-contractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 11.
- 11.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
 - (a) The Purchaser or Supplier needs to share with institutions participating in the financing of the Contract;
 - (b) Now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract.

12. Communications and Notices:

- 12.1 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.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

13. Patent and Intellectual Property Rights:

- 13.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 13.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property rights registered or otherwise existing at the date of the Contract by reason of:
- (a) The installation of the Goods by the Supplier or the use of the Goods in Bangladesh; and
 - (b) The sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 13.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 13.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 13.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 13.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 13.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

14. Copyright:

- 14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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. Assignment:

- 15.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser's prior written consent.

16. Sub contracting:

- 16.1 The Supplier shall obtain approval of the Purchaser in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 16.2 Subcontractors shall comply with the provisions of GCC Clause 3.

17. Supplier's Responsibleleitis:

- 17.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply in conformity in all respects with the provisions of the Contract Agreement.

18. Purchaser's Responsibleleitis:

- 18.1 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

19. Scope of Supply:

- 19.1 The Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.
- 19.2 Unless otherwise stipulated in the Contract, the 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 of the Goods and completion schedule of the Related Services as if such items were expressly mentioned in the Contract.

20. Change Orders and Contract Amendments:

- 20.1 The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 12, 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 furnished under the Contract are to be specifically manufactured for the Purchaser provided such changes do not materially affect the scope of supply;

- (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 20.2 If any such change 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/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.
- 20.3 Prices to be charged by the Supplier for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

21. Packing and Documents:

- 21.1 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. During transit, 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.
- 21.2 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, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Purchaser.

22. Delivery and Documents and Acceptance:

- 22.1 Subject of GCC Sub-clause 20.01, 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.
- 22.2 The 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.

23. Contract Price:

- 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 23.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in the PCC.

24. Transportation:

- 24.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Bangladesh, defined as the Site, transport to such place of destination including insurance, and other incidental costs, and temporary storage, if any, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

25. Spare Parts:

- 25.1 Not Applicable.

26. Terms of Payment:

- 26.1 The Contract Price, including any Advance Payments, if applicable, shall be in the manner as specified in the PCC.
- 26.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 22 and upon fulfilment of any other obligations stipulated in the Contract.
- 26.3 The Purchaser shall make payments promptly and indicated in the PCC.

27. Insurance:

- 27.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the PCC.

28. Taxes and Duties:

- 28.1 Supplier/Tendered shall be entirely responsible for all taxes, stamp duties, license fees, all Forwarding & Transportation and other cost such levies imposed outside the purchaser's country.
- 28.2 Customs & Import duties and all other Taxes payable directly to the Government of Bangladesh on account of import material and equipment will be paid by the purchaser.

29. Performance Security:

- 29.1 In the case of Goods having warranty obligations the Performance Security shall be reduced to the amount specified in the PCC after delivery and acceptance of the Goods to cover the Supplier's warranty obligations in accordance with GCC Sub-Clause 32.3.

- 29.2 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 29.3 The Purchaser 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 Purchaser has notified him that he is; and
 - (b) The Supplier has not paid an amount due to the Purchaser.
- 29.4 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Purchaser may forfeit the full amount of the Performance Security.
- 29.5 If there is no reason to call the Performance Security, it shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

30. Specifications and Standards:

- 30.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- 30.2 The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section-8: Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 30.3 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 Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 20.

31. Inspections:

- 31.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services.
- 31.2 The inspections and tests shall be conducted at the Eastern Cables Limited premises or in another place in Bangladesh if required. The contractor shall be furnished all drawings and production data to the inspectors at no cost to the Purchaser.
- 31.3 The Purchaser or its designated representative and supplier representative shall be entitled to attend the tests and/or inspections.
- 31.4 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 31.5 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice. If the goods are rejected by the purchaser, the supplier will replace or rectify the rejected Goods or parts thereof within 28 days upon issuing the notice by the purchaser.

32. Warranty:

- 32.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 32.2 Subject to GCC Sub-Clause 30.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.
- 32.3 Unless otherwise specified in the PCC, the warranty shall remain valid for Eighteen (18) months after supplied the Goods, or 12 (Twelve) month after installation, testing and commissioning of goods, which comes earlier.
- 32.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 32.5 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 Purchaser.
- 32.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

33. Extensions of Time:

- 33.1 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 pursuant to GCC Clause 22, the Supplier shall promptly notify the Purchaser in writing of the delay, it's likely duration, and

its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

34. Liquidated Damages:

- 34.1 Except as provided under GCC Clause 37, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of.
- 34.2 Delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 38.

35. Limitation of Liability:

- 35.1 Except in cases of criminal negligence or wilful misconduct,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, 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 Purchaser.
- (b) The aggregate liability of the Supplier to the Purchaser, 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 Purchaser with respect to patent infringement.

36. Change in Laws and Regulations:

- 36.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 23.

37. Force Majeure:

- 37.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 37.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 37.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

38. Termination:

38.1 Termination for Default:

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, may terminate the Contract in whole or in part:
- (i) If 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 Purchaser pursuant to GCC Clause 33; or,
- (ii) If the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 38.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

38.2 Termination for Insolvency:

- (a) The Purchaser and the Supplier's may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event,

termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

38.3 **Termination for Convenience:**

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

39. Settlement of Disputes:

39.1 **Amicable Settlement**

- (a) The Purchaser 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.

39.2 **Arbitration:**

- (a) If the Parties are unable to reach a settlement as per GCC Clause 39.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 39.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC

Section – 4
Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1 (h)	The nature of the goods to be supplied are: Supply of Gum Cotton Tape (Toitetex).
GCC 1.1(j)	<u>The Purchaser is Eastern Cables Limited:</u> <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram, Bangladesh.
GCC 1.1(n)	The Supplier is : Name, address, and name of authorized representative (To be filled by the Tenderer)
GCC 5.1(j)	The following documents shall also be part of the Contract: As stated in the Tender Document.
GCC 6.1	Suppliers and Sub-contractors from the following countries are not eligible: Israel
GCC 6.2	Goods and Related Services from the following countries are not eligible: Israel
GCC 7.1	Routine correspondence between the parties may be in Bengali or English
GCC 12.1	<u>For notices, the Purchaser's contact details shall be:</u> <u>Attention:</u> The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u> , Fax No-88-02333301292, E-mail : purchase.easterncables@gmail.com
	For notices , the Supplier's contact details shall be: (To be filled by the Tenderer) <u>Attention:</u> <u>Address:</u> <u>Telephone:</u> <u>Fax number:</u> <u>Electronic mail address:</u>
GCC 21.2	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. Contract Number b. Name and address of Purchaser c. Country of origin d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of the content Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral. Additional marking and documentation within and outside the packages shall be: [Note: Arrow/Umbrella/Cup etc. shall be printed on the box to indicate upside of the box]

GCC 22.2	<p>Eastern Cables Limited reserves the right to cancel without informing the supplier or principals, any or all items not shipped within the specified delivery period and to purchase the same from any other source at the risk and expense of the supplier.</p> <p>The supplier will inform to purchaser before shipment the goods. Upon shipment, the supplier shall notify the purchaser and the insurance company by mail/Courier/Fax full details of the shipment including purchase order no./contract number, description of goods, quantity, the vessel, the bill of lading number, land date, port of loading, date of shipment, port of discharges, etc. The supplier shall mail the following documents to the purchaser, with a copy to insurance company. The documents to be provided are as follows:</p> <ol style="list-style-type: none"> (1) 6 (Six) copies of the Supplier's invoice showing goods description, quantity, unit price total amount. (2) 01 (one) original and 08 (Eight) copies of the Negotiable clean on board bill of lading marked freight prepaid and shipping documents and 08 (Eight) copies of non-negotiable bill of lading. (3) Packing list identifying contents of each package(six copies). (4) Insurance certificate (if applicable). (5) Manufacturer's warranty, supplier guarantee certificate stating quality, quantity and genuineness of goods. (6) Inspection certificate, issued by the nominated inspection Agency and the Manufacturer/factory inspection report. (7) Certificate of origin issued by the chamber of commerce or any other similar Institution mentioning origins of goods, including the manufacturer of the materials shipped. (8) Mill Test/Quality Certificate shall be provided. <p>The above documents shall be made available to the purchaser after shipment of (within 3 days) goods and if not received, the supplier will be responsible for any consequent expenses. The supplier shall ensure that the documents to be sent are free from any discrepancy. In case of any discrepancy in the document, 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 sets of documents shall be original, signed by the Local agent/Supplier. The commercial invoice is to show material values plus freight & insurance.</p> <p><u>SHIPPING DOCUMENTS:</u></p> <p>The shipping documents described above shall be received by the Eastern Cables Limited at the latest one week before arrival of cargoes at the port of destination. The number of shipping documents shall be supplied are as follows:</p> <ol style="list-style-type: none"> 1. Managing Director, Eastern Cables Limited, Patenga, Chattogram. 2. Head of Purchase, Eastern Cables Limited, Patenga, Chattogram. 3. Head of Accounts, Eastern Cables Limited, Patenga, Chattogram.
GCC 23.1	Not applicable
GCC 26.1	Not applicable

GCC 26.2	<p>Payment shall be made to the Tenderer under the terms and conditions of irrevocable letter of credit.</p> <p>I) 100 % Payment shall be arranged in favour of the beneficiary against full shipment through irrevocable letter of credit at sight under Cash/Upas/Credit/grant or any untied source. The letter of credit shall be negotiable on presentation of the following documents:</p> <p>a) Complete set of original ‘Clean on Board’ Bill of Lading marked ‘freight pre-paid.</p> <p>b) Supplier’s invoice signed in ink.</p> <p>c) Buyer’s authorized pre-shipment inspection agent’s certificate.</p> <p>d) Shipment advice for insurance cover. e) Supplier’s guarantee certificate.</p> <p>f) Certificate of Origin from chamber of commerce. g) Mill test certificate.</p> <p>h) Certificate showing that the material has been shipped in a non-Israel flag vessel.</p> <p>i) Freight memo showing freight “pre-paid”.</p> <p>j) Bill of Exchange.</p> <p>k) Shipping Advice.</p> <p>II) Bank charges in Bangladesh for opening of the Letter of Credit shall be borne by the buyer & outside of Bangladesh shall be seller’s account. Any Bank changes for revalidation of amendment of the Letter of Credit on the request of the supplier shall be exclusively borne by the beneficiary and not by the buyer. However, amendments required due to any delay/lapse on the part of the buyer will be at buyer’s cost.</p> <p>III) All Bank charges outside of Bangladesh including Bank charges for Withdrawal against letter of credit established by the buyer shall be borne by seller.</p> <p>IV) Confirmation of letter of credit by foreign Bank(s) will not be entertained Trans Shipment of materials will not be allowed. However, under extra ordinary any circumstances this condition may be relaxed subject to the following condition:</p> <p>a) Total voyage period, the consignment will take to reach Chittagong Port must be indicated in the offer.</p> <p>b) Confirmation certificate from the transshipment port authority regarding transshipment shall be a part of negotiable documents.</p> <p>c) The document shall be negotiable after 7 days from the date of shipment.</p> <p>V) The Contract shall come into force after opening of L/C.</p> <p>VI) This document is the integral part of this contract.</p> <p>VII) Local agent’s commission will be paid equivalent Bangladeshi Currency (taka) on Submission of Bills in triplicate supported by copies of non-negotiable shipping Documents and clean M.R.R to be issued by the buyer at the exchange rate, which the bill of exchanges is negotiated.</p> <p>VIII) Custom clearance (C&F agency) cost is on Purchaser account. Inland transportation and Custom clearance (C&F agency) cost will be paid after receipt of goods at Eastern Cables Limited, Chattogram store with R & I report.</p>
GCC 27	<p><u>Customs duties, Taxes, Insurance :</u></p> <p>Eastern cables Limited Shall bear the cost of insurance (from M/s. The Sadharan Bima Corporation, Sk. Mujib Road, Pathantooly, Chittagong, Bangladesh, Fax No. 880-31-720609) as well as pay all duties, VAT, taxes assessed by customs authority and payable to customs authority for import of the materials in Bangladesh.</p>
GCC 29	<p>The Performance Security/Guarantee shall not be withdrawn until the Warranty period ends.</p>

GCC 31.	<p><u>The inspections and tests shall be as follows:</u></p> <ul style="list-style-type: none"> i) The buyer reserves the right to have the stores inspected before shipment by any agency of their choice. In that case inspection charges will be borne by the buyer. The name of inspecting agency will be intimated at the time placement of purchase order. The supplier will be liable to pay any expense for rejected stores and also for such inspection which will become payable to the inspector (s) due to multiple intervention/visits and or fruitless visit at the call of and to suit the convenience of the supplier. The inspector (s) should be provided with all facilities and assistance (viz. labour, materials, electricity, fuel, stores, apparatus, instruments etc. as may be required) to carry out his Job smoothly and without interference. The provision laid down above do not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of destination/buyer's warehouse at buyer's cost. ii) If any deviation/discrepancy(ies) is found during inspection against our contract or purchase order specification, instantly have to inform us by mail. iii) The PSI shall provide test reports to the purchaser duly signed by the PSI Company just after the inspection(within few hours of inspection) days after completion of QAT. The purchaser will issue written instruction to the supplier to deliver the goods to the purchaser's designated stores against satisfactory test report. iv) No goods/equipment shall be packed, prepared for shipment or dismantled for the purpose of packing unless it has been tested and approved by PSI Company or tests have been waived and written instruction have been received from the Purchaser. v) If any dissimilarity is observed during post delivery inspection on receive goods in respect to pre-inspected goods, the purchaser has to right, not to receive the goods in the purchaser's store.
GCC 32.5	N/A
GCC 34.1	<ul style="list-style-type: none"> i) Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods any be realized from the supplier/contractor. ii) In specific cases when delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidity damage, not over one percent per week or part thereof on the value of the undelivered goods may be charged. iii) In case of delay in delivery beyond one hundred days for importable item (s) purchase order/contract may be cancelled in which case the performance Guarantee shall be forfeited. iv) On genuine reasons/grounds beyond the control of the suppliers/contractors, extension of delivery period may, however, be granted by the purchase approving authority without realization of any liquidated damage provided validity of their performance Guarantee covers such extension.
GCC 34.2	The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract price.
GCC 39.3(b)	<ul style="list-style-type: none"> i) The buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the order/contract. ii) If the buyer and the supplier have not been able to resolve the dispute under or in connection with the order/contract amicably through direct negotiation, the dispute may be referred to the award of a sole arbitrator to be agreed by the parties, failing which the same shall be referred to arbitration by 2 (two) arbitrators, one to be nominated by the buyer and the other by the supplier, or in the case of the said arbitrators not agreeing then, to the award of an Umpire to be appointed by arbitrators in writing before proceeding with reference, and the decision of the sole arbitrators or of the arbitrators in the event of their not agreeing with umpire appointed by them as the case maybe shall be final and binding on the parties. Provisions of arbitration Act 1940 and rules there under and any statutory modification thereof shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh.

Section-5

Tender and Contract Forms

Form	Title
	Tender Forms
G – 1	Tender Submission Sheet
G – 2	Price Schedule
G – 3	Specifications Submission Sheet
G – 4	Tenderer Information Sheet
G – 5	Manufacturer’s Authorisation Letter
G – 6	Bank Guarantee for Tender Security
	Contract Forms
G – 7	Notification of Award
G – 8	Contract Agreement
G – 9	Bank Guarantee for Performance Security

Tender Submission Sheet (Form- G 1)

Invitation for Tender No:

Date:

To:

Head of Purchase Department.
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh.

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

The total price of our Tender, excluding price reduction(s) is:

Insert value in figures..... (Insert value in words).....

If applicable under Instruction to Tenderers (ITT) Sub-Clause 20.3, and in case we are awarded a contract for the discounts / cross- discounts offered, and the methodology for its application is:

We undertake, if our Tender is accepted, to deliver the goods in [] (weeks /months/days) from the date of L/C opening, in accordance with the delivery schedule specified in the Schedule of Requirements.

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in the Tender Data Sheet is attached in the form of a [bank guarantee] valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet and valid for a period of 4(Four) months beyond the date of last Shipment date of the goods & obligations under the Contract, including any warranty. We declare that ourselves, and any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and that the goods and related services will also be supplied from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

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.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of
the Tenderer.

Date:

Price Schedule for Supply of Gummed Cotton Tape (Toiletex)
(Form-G2)

Lot No.	Description of Item	Quantity In MT	-	Total, CFR(C), Chattogram Port
1.	Supply of Gum Cotton Tape (Toiletex). (1500 Kgs 50mm and 500 Kgs 30mm)	2 M.T	Unit (FOB) Price	
Unit Freight=				
Commission(If any)=				
Grand Total, CFR(C), Chattogram Port=				

In words:

To be submitted:

1. Currency should be mentioned clearly.
2. Port of shipment & port of delivery should be mentioned clearly.

Signature of the tenderer with full address, date & seal

Specifications Submission and Compliance Sheet (Form G-3)

Specification of Gum Cotton Tape(Toiletex):

Lot No.	Description of Item	Country of Origin	Manufacturer	Full technical specification and Standards
1	Supply of Gum Cotton Tape (Toiletex).			

N.B.:

1. The Tenderer shall fill up above data in supporting with Manufacturer technical specification(signed), printed brochure and catalogue.

Signature of the Tenderer with full address, date & seal

Tendered Information Sheet (Form- G4)

Notes on Tenderer Information Sheet

The information to be filled in by Tenderers in the following pages will be used for purposes of verification of eligibility and qualification of the Tendered as provided for in relevant Clauses of the Instructions to Tenderers.

A. Individual Tenderers

1. General Information of the Tendered		
1.1	Tenderer's Legal Name	
1.2	Tenderer's legal address in Country of Registration	
1.3	Tenderer's legal status	
	Proprietorship	
	Partnership (Registered under the Partnership Act, 1932)	
	Limited Liability Concern (Registered under the Companies Act, 1913)	
	Others	
1.4	Tenderer's Year of Registration	
1.5	Tenderer's business status	
	Manufacturer	
	Local Agent/Distributor of a foreign Manufacturer	
	Stockist	
	Others	
1.6	Tenderer's Authorised Representative Information	
	Name	
	Address	
	Telephone/Fax Numbers	
	e-mail address	
1.7	Tenderer's Value Added Tax Registration Number	
1.8	Tenderer's Income Tax Identification Number (TIN)	
1.9	Tendered to attach copies of the following documentation:	(a) Articles of Incorporation or Registration of firm. (b) Latest Income Tax Clearance Certificate (c) Latest VAT Registration Certificate (d) Original letter naming the person authorised to sign on behalf of the Tendered (e) Others (to be completed by the Purchaser if required)

2. Qualification Information of the Tenderer		
2.1	Number of years of overall experience of the Tendered in the supply of goods and related services:	
2.2	Number of years of specific experience of the Tendered in the supply of similar goods and related services:	
2.3	Total annual monetary value of similar goods supplied in each of the last five years.	
2.4	Available liquid assets	
2.5	Details of production capacity/ equipment available:	
2.6	Major supplies of similar type of Goods over the last Three years. Also list details of supplies of similar type of Goods under way or committed, including expected delivery date.	
3. Financial Information of the Tendered		
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.	
3.2	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer	
3.3	Information on litigation in which the Tendered is, or has been, involved:	
	(a) Any case within the past Three years	
	Cause of Dispute	Result of Settlement and amount involved.
	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case
Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.		

Manufacturer's Authorisation Letter (Form G - 5)

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,

Bangladesh

Attention:

(Head of Purchase Department)

WHEREAS, we [name and address of manufacturer] are reputable manufacturers having factories at [list of places of factories].

THEREFORE, we do hereby:

1. Authorise [name of Tendered to submit a Tender in response to the Invitation for Tenders indicated above, the purpose of which is to provide the following Goods, [description of goods], manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and
2. Extend our full guarantee and warranty in accordance with GCC Clause 32, with respect to the Goods offered in the Tender.

Signed

In the capacity of:

Duly authorised to sign the authorisation for and
on behalf of

[name of manufacturer]

Date:

Bank Guarantee for Tender Security (Form-G6)

[This is the format for the Tender Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 27]

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,
Bangladesh

Attention:

Head of Purchase Department

Bank Guarantee No.

Issuing Date:

Amount:

Expiry Date:

Issued on Request of :

(Supplier's Name & Address)

TENDER GUARANTEE NO:

We have been informed that [name of Tendered] (hereinafter called "the Tendered") to you its Tender dated [date of Tender] (hereinafter called "the Tender") for the supply of [description of goods and related services] under the above Invitation for Tenders (hereinafter called "the IFT").

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

At the request of the Tendered, we [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Tk. [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Tendered is in breach of its obligation(s) under the Tender conditions, because the Tendered.

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tendered in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity,
 - (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form, This guarantee will expire if:
 - (a) the Tendered is the successful Tendered, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tendered as issued by you; or
 - (b) If the Tendered is not the successful Tendered, twenty eight days after the expiration of the Tenderer's Tender, being [date of expiration of the Tender].

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

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Notification of Award (Form-G7)

To:

This is to notify you that your Tender dated [insert date] for the Supply/execution of the Works for [name of project/Contract] for the Contract Price of Taka [amount in figures and words], as corrected and modified in accordance with the Instructions to Tenderers, has been approved by [name of Employer/Procuring Entity].

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) days of its issuance pursuant to ITT clause 49
- ii. furnish a Performance Security in the specified format and in the amount of Tk. [state amount in figures and words] within (14) fourteen days of issuance of this letter, in accordance with ITT clause 50
- iii. signing the Contract Agreement within twenty-one (28) days, in accordance with ITT clause 51

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

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

Signed

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

Date:

Contract Agreement (Form-G8)

THIS AGREEMENT made the [day] day of [month][year] between [name and address of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name and address of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, [brief description of goods and related services] and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka [Contract Price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
 2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Form of Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tendered;
 - (d) the completed Price Schedules as submitted by the Tendered;
 - (e) the Particular Conditions of Contract;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications and
 - (i) any other document listed in the PCC as forming part of the Contract.
 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence of
Name

Bank Guarantee for Performance Security (Form G-9)

[This is the format for the Performance Security to be issued by a scheduled bank
in Bangladesh in accordance with ITT Clause 50]

Notification of Award No.

Date:

To:
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh.

Attention:
Head of Purchase Department

Performance Guarantee No.
Issuing Date:
Amount:
Expiry Date:
Issued on Request of :
(Supplier's Name & Address)

PERFORMANCEGUARANTEE NO:

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

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

At the request of the Supplier, we [name of bank & address with phone no.] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

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

Signature

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Section-6

Schedule of Requirements

Supply of Gum CottonTape(Toiletex)as per attached specification.

Lot No.	Description of Item	Quantity	Point of delivery	Completion time
1	Supply of Gum Cotton Tape (Toiletex). (1500 Kgs 50mm and 500 Kgs 30mm)	2 M.T	CFR© Chattogram port.	<u>SHIPMENT PERIOD</u> 30 days after opening of L/C.

Name of Tenderer:

Signature of Tenderer:

Date:

Section-7

SPECIFICATION OF GUMMED COTTON TAPE

Quantity: 2 M.T.

(1500 Kgs 50mm and 500 Kgs 30mm)

<u>SPECIFICATION:</u>	Quality	: Adhesive
	Thickness	: 0.24 mm (Apprx.)
	Weight	: 150 gm/ mm ² (Apprx.)
	Elongation	: 11% (Apprx.)
	Resistance to rupture	: 7 daN/cm
	Length of tape in each roll	: 300m
	Breadth of tape	: 50mm
	Rolls-inside diameter	: 70mm
	Rolls-outside diameter	: 400mm (Max)

APPLICATION: For tapping stranded core in PVC cables manufacturing process.

SAMPLE: Minimum One roll containing at least 150m length long tape to be supplied as sample to test suitability of use in our production process. The new Bidders/ suppliers must be submitting the sample along with the Offer. If the material has not been earlier used or tested for acceptance by ECL. The sample submit at least 7(seven) working days from the date of Tender opening.

PACKING: Material should be supplied in standard export quality packing strong enough to withstand rough handling during transportation.

The bidder shall have to submit the following documents along with Quotation:

1. Full technical Specifications and details.
2. Technical literature.
3. Mill Test Certificate.
4. Manufacturer's Certificate confirming the tender specification.
5. Information about supply records for last three years.

Section - 8

Guaranteed Technical Particulars (GTP) For

Supply of Gummed Cotton Tape (Toiletex).

(To be filled up by the Manufacturer in Manufacturer Letterhead pad, otherwise the bid shall be rejected)

SI No.	Description	Unit	ECL Requirement	Bidder's Guaranteed Data
01	Manufacturer's Name & Address		To be mentioned	
02	Model/Brand Name		To be mentioned	
03	Country of Origin		To be mentioned	
04	Year of Manufacture		To be mentioned	
05	Reference Standard		To be mentioned	

[The Tenderer should complete all the columns as required]

Signature:

Name & Designation of tenderer

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

Signature

Name and Designation of Manufacturer

NOTE:

EASTERN CABLES LIMITED IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

**INTERNATIONAL TENDER ENQUIRY FOR
PROCUREMENT OF DIBASIC LEAD
PHTHALATE (NAFTOVIN), QUANTITY: 3 M.T**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F-302, DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45 AM**



EASTERN CABLES LIMITED

(An Enterprise of Bangladesh Steel & Engineering Corporation)

North Patenga, Chattogram-4204, Bangladesh.

Telephone No: 02333301290, 02333301291, 02333301293-8, 02333301296,

Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com

[ISO 9001:2015 CERTIFIED COMPANY]

COST OF TENDER DOCUMENTS TK. 1,000.00 PER SET (NON-REFUNDABLE)

**N.B: ANY CONDITIONAL OFFER SHALL NOT BE ACCEPTED. SO, THE BIDDERS MUST
SUBMIT THEIR QUOTATIONS/BIDS FULLY COMPLYING THE TENDER TERMS
QUOTATIONS/BIDS ANY DEVIATION FROM THE TENDER TERMS & CONDITIONS
SHALL BE TREATED AS NON-RESPONSIVE.**

**N.B: IN CASE OF HARTAL, STRIKE, ANY HOLIDAY DECLARED BY THE GOVT. OR ANY
UNAVOIDABLE CIRCUMSTANCES THE TENDER WILL BE RECEIVED & OPENED NEXT
NORMAL WORKING DAY AS PER SCHEDULE TIME AS MENTIONED ABOVE**

**EASTERN CABLES LIMITED**

North Patenga, Chattogram, Bangladesh

Invitation for International Tender Notice (OTM) for following items

01.	Ministry		Ministry of Industries.			
02.	Name of Agency		Bangladesh Steel & Engineering Corporation, Dhaka.			
03.	Procuring Entity Name		Eastern Cables Limited, North Patenga, Chattogram.			
04.	S/L	Name of Procurement	Reference No. & Date	Cost of Tender Documents	Tender Security	Tender Receiving and Opening Date and Time.
	4.1	Antimony Tri-Oxide Quantity : 500 Kgs.	EC /PUR/F-301 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	Date: 24.11.2022 Receiving on 11.30 AM Opening on 11.45 AM
	4.2	Dibasic Lead Phthalate (Naftovin T-80) Quantity : 3 M.T	EC/PUR/F-302 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.3	Pigment (Red) & Pigment (Yellow) Quantity : 500 Kgs & 200 Kgs.	EC/PUR/F-303 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.4	Soot Paste Quantity : 5 M.T	EC/PUR/F-304 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
	4.5	Paraffin Wax Quantity- 3 M.T	EC/PUR/F-305 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	
	4.6	Gummed Cotton Tape Quantity- 2 M.T (1500 Kgs, 50mm & 500 Kgs, 30mm)	EC/PUR/F-306 dated: 22.10.2022	Taka- 1,000.00	USD - 600.00	
	4.7	Nylon Conducting Tape Quantity- 1 M.T Width: 50mm	EC/PUR/F-307 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
05.	Budget and source of Funds		Own			
06.	Tender Last Selling Date		Dated: 23.11.2022			
07.	Selling of Tender Documents		1. Cash section, Controller of Accounts, BSEC Bhaban, Dhaka-1215. 2. Cash section, Head of Accounts, ECL, Chattogram.			
08.	Place of Receiving & Opening Tender Document		Eastern Cables Limited Share Office, BSEC Bhaban (4th floor), 102 Kazi Nazrul Islam Avenue, Dhaka-1215, Bangladesh.			
09.	Eligibility of Tenderer		As per Tender documents.			
10.	Brief Description of Goods		As per Tender documents specification.			
11.	Location of Delivery and Appointment		CFR© Chattogram Port.			
12.	Name of Official Inviting Tender		Head of Purchase Department			
13.	Designation of Official Inviting Tender		Engineer (Mechanical)			
14.	Address of Official Inviting Tender		Eastern Cables Limited, Patenga, Chattogram.			
						(Md. Golam Hidher) Engineer (Mechanical) Head of Purchase Department

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SECTION - 1

Instructions to Tenderer

: A - General :

1. Scope of Tender:

- 1.1 The Purchaser, as indicated in the Tender Data Sheet (TDS), issues this Tender Document for the supply of Goods, and Related Services 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 will be required to complete the delivery of the goods and related services (when applicable) as specified in the Particular Conditions of Contract (PCC).
- 1.3 **Throughout this Tender Document:**
 - (a) The term “in writing” means communicated in written form with proof of receipt.
 - (b) If the context so requires, singular means plural and vice versa.
 - (c) “Day” means calendar day.

2. Source of Fund:

- 2.1 Companies Own Fund.

3. Corrupt Fraudulent Collusive or Coercive Practices:

- 3.1 The company requires that Purchase, as Tenderers and Suppliers shall observe the highest standard of ethics during the Implementation of procurement proceedings and the execution of contracts under company funds.
- 3.2 In pursuance of this requirement, the Purchaser shall:
 - (a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under companies funds;If it, at any time, determines that the Tendered has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under company funds.
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tendered to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tendered concerned. Any communications between the Tendered and the Purchaser related to matters of alleged fraud or corruption shall be in writing.
- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:-
 - (a) “corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
 - (c) “collusive practice” means a scheme or arrangement among two or more Tenderers, with or without the knowledge of the Purchaser (prior to or after Tender submission), designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
 - (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- 3.5 The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 38.1(c).
- 3.6 The Government requires that the Purchaser’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Tenderers:

- 4.1 This Invitation for Tender is open to eligible Tenderers from all countries, except for any specified in the TDS.
- 4.2 A 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 Purchaser.
- 4.3 The Tendered shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause.

- 4.4 The Tenderer with a consistent history of litigation or a number of arbitration awards against it, shall not be eligible to Tender. The Tendered shall supply the information requested in Para 3.3 of the Tendered Information Sheet (Form G-4).
- 4.5 The Tenderer shall have the legal capacity to enter into the contract.
- 4.6 The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.7 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

5. Eligible Goods and Related Services:

- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.
- 5.3 The origin of goods and services is distinct from the nationality of the Tendered.

6. Site Visit:

- 6.1 For goods contracts requiring installation/commissioning/networking or similar services at site, the Tendered, 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.
- 6.2 The Tenderer should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 6.3 The costs of visiting the Site shall be at the Tenderer’s own expense.

B - Tender Document

7. Tender Document: Sections:

- 7.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.
 Instructions to Tenderers (ITT).
 Tender Data Sheet (TDS)
 General Conditions of Contract (GCC).
 Particular Condition of Contract (PCC)
 Tender and Contract Forms.
 Schedule of Requirements.
 Technical Specifications & Drawing.
- 7.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.
- 7.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.

8. Tender Document: Clarification :

- 8.1 prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the TDS. The Purchaser will respond in writing to any request for clarification received no later than seven (07) days prior to the deadline for submission of Tenders.
- 8.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 8.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 10 and ITT Sub-Clause 30.3.

9. Tender Document Pre-Tender Meeting:

- 9.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.
- 9.2 The Tenderer is requested to submit any questions in writing so as to reach the Purchaser not later than five (5) days prior to the date of the meeting.
- 9.3 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 seven (7) days to all those who purchased the Tender Document. Any modification to the Tender Document listed in ITT Sub-Clause 7.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Amendment pursuant to ITT Clause 10 and not through the minutes of the pre-Tender meeting.
- 9.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tendered.

10. Tender Document: Amendment:

- 10.1 At any time prior to the deadline for submission of Tenders, the Purchaser for any reason, on its own initiative or in response to a clarification request in writing from a Tendered, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
- 10.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 10.3 To give a prospective Tendered reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 30.3. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Purchaser, if so requested by a substantial number of Tenderers.

C - Qualification Criteria

11. General Criteria:

- 11.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience, reputation, and the personnel to perform the contract.
- 11.2 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots

12. Experience Criteria:

- 12.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
 - A) A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;
 - B) The specific experience in the supplying of related goods and services as specified in the TDS;
 - C) A minimum production capacity or availability of equipment as specified in the TDS;and
 - D) In case of a Tendered offering to supply goods which the Tendered did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods.

13. Financial Criteria:

- 13.1 The Tenderer shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
 - A) The satisfactory completion of supply of goods of value stated in the TDS under a single contract in the last five years; and
 - B) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.

D - Tender Preparation

14. Tender: Only One:

- 14.1 A Tenderer shall submit only one (1) Tender for each item, either individually. A Tendered who submits or participates in more than one (01) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.

15. Tender: Preparation Costs:

- 15.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

16.Tender: Language

- 16.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English or Bangla language, unless specified otherwise in the TDS. Supporting documents and printed literature furnished by the Tendered may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 16.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

17. Tender: Contents of Tender:

- 17.1 The Tender prepared by the Tenderer shall comprise the following:
 - (a) The Tender Submission Sheet (Form G-1);
 - (b) The Price Schedule (Form G-2) completed in accordance with ITT Clauses 18, 20 and 21;
 - (c) Original Tender Security (Form G-6) completed in accordance with ITT Clause 27;

- (d) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 18;
- (e) Alternative Tenders, if permitted, in accordance with ITT Clause 19;
- (f) Written confirmation authorising the signatory of the Tender to commit the Tendered, in accordance with ITT Clause 28;
- (g) Documentary evidence in accordance with ITT Clause 22 establishing the Tenderer's eligibility to Tender, including the Tenderer Information Sheet (Form G-4) and the Manufacturer's Authorisation Letter (Form G-5), when applicable;
- (h) Documentary evidence in accordance with ITT Clauses 23 and 37 that the Goods and Related Services are of eligible origin and conform to the Tender Document;
- (I) Documentary evidence in accordance with ITT Clause 24 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and any other document as specified in the TDS.

18. Tender: Submission Sheet, Price Schedules and Specifications Submission Sheet:-

- 18.1 The Tenderer shall submit the completed Tender Submission Sheet (Form G-1) as furnished in Section 5: Tender and Contract Forms. This document 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 non-responsive.
- 18.2 The Tenderer shall submit the completed Price Schedule for Goods and Related Services (Form G-2) as furnished in Section 5: Tender and Contract Forms.
- 18.3 The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section 5: Tender and Contract Forms.
- 18.4 All the documents mentioned in ITT clauses 18.1 to 18.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.

19. Tender: Alternatives:

- 19.1 Unless otherwise stated in the TDS, alternative Tenders shall not be considered.

20. Tender: Prices and Discounts:

- 20.1 The prices and discounts quoted by the Tendered in the Tender Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 20.2 All items for each lot, as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). For any item listed in the Schedule of Requirements, but not shown in the Price Schedule, it shall be assumed that the item is not included in the Tender. For any item listed in the Schedule of Requirements, but shown un-priced in the Price Schedule, it shall be assumed that the price is included in the prices of other items. In all cases the Tender shall be evaluated in accordance with ITT Sub-Clause 20.3.
- 20.3 Tenders are being invited either for individual lots or for any combination of lots and prices quoted shall correspond to 100% of the items and quantities specified for each lot. If so indicated in the TDS Contracts may be awarded on a lot-by-lot basis and Tenderer's wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each lot or combination of lots.
- 20.4 The Tenderer shall indicate on the Price Schedule (Form G-2) the unit prices (where applicable) and the total price of the lot it proposes to supply under the contract.

21. Tender Currency:

- 21.1 For expenditure that will be incurred in Bangladesh, the Tendered shall quote the prices in Bangladesh Taka.
- 21.2 For expenditure that will be incurred outside Bangladesh, the Tendered may quote the prices in USD or GBP or EURO or JPY as specific in TDS.

22. Tenderer Documents Establishing Eligibility:

- 22.1 The Tenderer shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and, in particular, shall complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section 5: Tender and Contract Forms; and
- 22.2 If so specified in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation Letter (Form G-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.

23. Goods and Related Services Documents Establishing Eligibility:

- 23.1 To establish the conformity of the Goods and Related Services to the Tender Document, the Tenderer shall furnish as part of its Tender the documentary evidence that the goods conform to Section 7: Technical Specifications.

- 23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating the substantial responsiveness of the Goods and Related Services to those requirements of Section 7: Technical Specifications, and if applicable, a statement of deviations and exceptions. The Tendered shall note that standards for workmanship, material, and equipment as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tendered may substitute alternative standards/ brand names, etc. in its tender provided that it demonstrates to the Purchaser's satisfaction that substitutions ensure substantial equivalence.

24. Tenderers Documents Establishing Qualifications:

- 24.1 Tenderers shall submit documentary evidence to meet the qualification criteria specified in Sub-Section C, Qualification Criteria of the ITT.
- 24.2 Tenderers shall submit the Tendered Information Sheet (Form G-4) furnished in Section 5: Tender and Contract Forms.
- 24.1 Tenderers shall include the following information and documents with their Tenders:
- a) Total monetary value of similar goods supplied for each of the last three (3) years.
 - b) Details of major supplies of similar types of Goods over the last three (3) years, and clients who may be contacted for further information on those contracts;
 - c) Financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
 - d) Authority to seek references from the Tenderer's Bankers; and Information on past (3 years) litigation in which the Tendered has been involved or in which the Tendered is currently involved.

25. Tendered: Disqualification:

- 25.1 The Purchaser shall disqualify a Tendered who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, the Purchaser may declare such a Tendered ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.
- 25.2 The Purchaser may disqualify a Tendered who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

26. Tender Validity:

- 26.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by the Purchaser, pursuant to ITT Clause 30. A Tender valid for a shorter period shall reject by the Purchaser as non-responsive.
- 26.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 27, shall also be suitably extended promptly. If a Tendered 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 Tendered agreeing to the request will not be required or permitted to modify its Tender.

27. Tender: Security:

- 27.1 The Tenderer shall furnish as part of its Tender, a Tender Security in original form (Form G-6) and in the amount specified in the TDS.

27.2 The Tender Security shall:

- a) At the Tenderer's option be either;
 - (i) in the form of a bank draft or pay order from schedule Bank in Bangladesh ; or
 - (ii) in the form of an irrevocable bank guarantee (Form G-6) issued by a Scheduled Bank in Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
 - b) Be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 27.5 being invoked; and
 - c) Remain valid for a period of fifty-eight (58) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under ITT Clause 26.2.
- 27.3 A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 27.2, shall be rejected by the Purchaser as non-responsive.
- 27.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 26.1 and 26.2. The Tender Security of the successful Tendered will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 51 and signing the Contract Agreement.
- 27.5 The Tender Security may be forfeited:
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub-Clause 26.2; or

- (b) if the successful Tenderer fails to:
 - (i) Accept the correction of its Tender Price pursuant to ITT Sub-Clause 39.2; or
 - (ii) Furnish a Performance Security in accordance with ITT Clause 50; or
 - (iii) Sign the Contract in accordance with ITT Clause 51.

28. Tender Format and Signing:

- 28.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 17.1 and clearly mark it “ORIGINAL”. In addition, the Tendered 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.
- 28.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tendered. This authorisation shall consist of a written authorisation and shall be attached to the Tendered Information Sheet (Form G-4). The name and position held by each person signing the authorisation 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 or initialled by the person signing the Tender.
- 28.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E - Tender Submission

29. Tender: Sealing and Marking:

- 29.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”, “TRIPLICATE”, “QUADRUPPLICATE.” The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.
- 29.2 The inner and outer envelopes shall:
 - (a) bear the name and address & sign of the Tenderer;
 - (b) be addressed to the Purchaser at the address specified in the TDS;
 - (c) bear the name of the Tender and the Tender Number as specified in the TDS; and
 - (d) bear a statement “DO NOT OPEN BEFORE” the time and date for Tender opening as specified in the TDS.
- 29.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 29.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

30. Tender Submission Deadline:

- 30.1 Tenders must be received by the Purchaser at the address specified in ITT Sub-Clause 29.2 no later than the date and time as specified in the TDS.
- 30.2 Tenderers shall be delivered their tenders by hand registered mail or sent by courier as stated in TDS.
- 30.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 10, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

31. Tender Submitted Late:

- 31.1 Any Tender received by the Purchaser after the deadline for submission of Tenders in accordance with ITT Clause 31 shall be declared late, will be rejected, and returned unopened to the Tenderer.

32. Tender Modification, Substitution or Withdrawal:

- 32.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 28.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
 - (a) submitted in accordance with ITT Clauses 28 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION” “SUBSTITUTION,” OR “WITHDRAWAL,” and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 30.
- 32.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 32.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 32.3 No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 30.

F - Tender Opening and Evaluation

33. Tender Opening:

- 33.1 The Purchaser shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 32, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 32 shall not be opened. Tendered or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a register evidencing their attendance.
- 33.2 The name of the Tenderer, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts and alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Purchaser's Tender Opening Committee.
- 33.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tendered upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 33.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tendered.
- 33.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tendered pursuant to ITT Clause 31.

34. Tender Confidentiality:

- 34.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.

35. Tender Clarification:

- 35.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 39.

36. Tenderer Contacting the Purchaser:

- 36.1 Following the opening of the Tenders and until the Contract is signed no tenderer shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 36.2 Any effort by a Tenderer to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 36.3 Notwithstanding ITT Sub Clause 36.1, from the time of Tender opening to the time of Contract award, if any Tendered wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.

37. Tender Responsiveness:

- 37.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 37.2 A substantially 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 performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Tendered presenting substantially responsive Tenders.
- 37.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tendered by correction of the material deviation, reservation or omission.
- 37.4 There shall be no requirement as to the minimum number of responsive Tenders.

38. Tender Non-conformities, Errors, and Omissions:

- 38.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 38.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tendered submits 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 price of the Tender. Failure by the Tendered to comply with the request may result in the rejection of its Tender.

39. Tender Correction of Arithmetical Errors:

- 39.1 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 39.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-clause 39.1, is found it shall be immediately notified to the concerned Tendered.
- 39.3 Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-clauses 39.1, its Tender shall be disqualified and its Tender Security may be forfeited.

40. Tender Preliminary Examination:

- 40.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 17 has been provided, and to determine the completeness of each document submitted.
- 40.2 The Purchaser shall assess whether the Tenderer's Qualifications as per Section C are substantially met. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 41 and 42.

41. Tender Technical Evaluation:

- 41.1 The Purchaser shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tendered without any material deviation or reservation.
- 41.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 23, to confirm that all requirements specified in Section 7: Technical Specifications, have been met without any material deviation or reservation.
- 41.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 37, it shall reject the Tender.

42. Tender Financial Evaluation:

- 42.1 The Purchaser shall thirdly evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 42.2 **To evaluate a Tender, the Purchaser shall consider the following:**
 - (a) The Tender price as quoted in accordance with ITT Clauses 18 and 20, excluding local taxes (VAT and other taxes) which will be payable on the goods if contract is awarded);
 - (b) Price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 39.1;
 - (c) The applicable economic factors of evaluation set out in ITT Sub-Clause 42.3.
- 42.3 The Purchaser's economic evaluation of a Tender will take into account, in addition to the delivered price offered in accordance with ITT Sub-Clause 18.1, one or more of the factors affecting the economic value of the Tender from the list below, as specified in the TDS, and as quantified in ITT Sub-Clause 42.5:
 - (a) The delivery schedule offered in the Tender; and
 - (b) The projected operating and maintenance costs during the anticipated life-cycle of the spare parts;
 - (c) The performance and productivity of the equipment offered; or
 - (d) Any other specific criteria as specified in Section 7: Technical Specifications.
- 42.4 For those factors specified in ITT Sub Clause 42.4 which are selected to be considered in the evaluation of the Tenders, one or more of the following quantification methods shall be applied, as specified in the TDS.
 - (a) Delivery schedule:

- (i) The goods covered under the IFT are required to be delivered at the time specified in Section 6: Schedule of Requirements. Treating the Tender with the earliest delivery as the base, a delivery ‘adjustment’ will be calculated for other Tenders for the purpose of evaluation, by applying a Percentage, as specified in the TDS, of the Tender price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.
- or**
- (ii) The goods covered under the IFT are required to be delivered within an acceptable range of weeks as specified in Section 6: Schedule of Requirements. No credit shall be allowed to earlier deliveries, and Tenders offering delivery beyond this range shall be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added, for the purpose of evaluation, to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in Section 6: Schedule of Requirements.
- or**
- (iii) The goods covered under the IFT are required to be delivered in partial shipments, as specified in Section 6: Schedule of Requirements. Tenders offering deliveries later than the specified deliveries will be adjusted for the purpose of evaluation by adding to the Tender price a factor equal to a percentage, as specified in the TDS, of the Tender price per week of variation from the specified delivery schedule.
- (b) **Projected operating and maintenance costs:**
Operating and maintenance costs of the goods will be evaluated in accordance with the criteria specified in the TDS or in Section 7: Technical Specifications.
 - (c) **Performance and productivity of the equipment:**
 - (i) Tendered shall state the guaranteed performance or efficiency of their equipment offered in response to Section 7: Technical Specifications. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the TDS will be added to the Tender price for the purpose of evaluation, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in Section 8: Technical Specifications.
- or**
- (i) Equipment offered shall have a minimum productivity specified under the relevant provision in Section 7: Technical Specifications, to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender prices for the purpose of evaluation, using the methodology specified in Section 8: Technical Specifications.
 - (d) **Specific additional criteria:**
Other specific additional criteria to be considered in the evaluation and the evaluation method to be used for such criteria shall be as specified in the TDS and/or Section 7: Technical Specifications.

43. Tenders No Negotiation:

- 43.1 No negotiation shall be held with the lowest or any other Tenderer.
- 43.2 A Tenderer shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender.

44. Tenders Comparison:

- 44.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 42.

45. Tenderers Post-qualification:

- 45.1 The Purchaser shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.
- 45.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tendered, pursuant to ITT Clause 24, to clarifications in accordance with ITT Clause 35 and the qualification criteria indicated in ITT Clauses 11, 12 and 13. Factors not included therein shall not be used in the evaluation of the Tenderer’s qualification.
- 45.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tendered. A negative determination shall result in rejection of the Tenderer’s Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

46. Tenders Purchaser’s Right to accept or to Reject Any or All:

- 46.1 The Purchaser reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for the Purchaser’s actions.

G - Contract Award

47. Award Criteria:

47.1 The Purchaser shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

48. Purchaser's Right to Vary Quantities:

48.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

49. Notification of Award:

49.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, in writing, that its Tender has been accepted.

49.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

49.3 The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

50. Performance Security:

50.1 Within Twenty eight (28) days from the issuing of Notification of Award from the Purchaser, the successful Tenderer shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-9) furnished in Section 5: Tender and Contract Forms.

50.2 The Performance Security shall be valid 4(four) month beyond the date Shipment of the goods.

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

51. Contract: Signing:

51.1 At the same time as the Purchaser issues the Notification of Award to the successful Tenderer for the Contract signing.

51.2 Twenty eight (28) days from the issuing of the Notification of Award the successful Tenderer shall sign the Contract Agreement.

51.3 Failure of the successful Tenderer to submit the Performance Security pursuant to ITT Clause 50 or sign the Contract pursuant to ITT Sub-Clause 51.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tendered at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.

51.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tendered, the Purchaser shall discharge and return the successful Tenderer's Tender Security.

52. Advising Unsuccessful Tenderer:

52.1 Upon the successful Tenderer furnishing Performance Security pursuant to ITT Clause 50, and signing the Contract pursuant to ITT Clause 51, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.

52.2 The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who, after notification in accordance with ITT Sub-Clause 52.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.

53. Tenderer Right to complain:

53.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Purchaser by the Public Procurement Regulations (2008)

53.2 The complaint shall firstly be process through an administrative review following the procedures set act in Regulation of the PPR-2008. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS

53.3 If not satisfied with the outcome of the administrative review, the Tendered may complain to review Panel pursuant to Regulation of the PPR 2008.

SECTION – 2

Tender Data Sheet

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

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<u>A. General:</u>	
ITT 1.1	The Purchaser is: Eastern Cables Limited. Representative: Head of Purchase Department. <u>Attention:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u>, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com The Name of the Tender is: Supply of Dibasic Lead Phthalate (Naftovin).
ITT 4.1	Tenderer's from the following countries are not eligible: Israel
ITT 5.1	Goods will be supplied as per technical specification. Tendered declared ineligible by the Government of Bangladesh are not eligible.
<u>B. Tender Document:-</u>	
ITT 8.1	For clarification of Tender purposes only, the Purchaser's address is: <u>Attention:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u>, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com
ITT 9.1	A Pre-Tender meeting shall not be held.
<u>C - Qualification Criteria</u>	
ITT 12.1(a)	The Tenderer shall have a minimum of (03) three years of overall experience in the supply of goods and related services.
ITT 12.1 (b)	The Manufacturer shall have a minimum of (03) three years specific experience in the supply of captioned tender enquiry of goods.
ITT 12.1 (c)	The minimum production capacity or availability of equipment is/are: At least 250.00 Tons per month.
ITT 13.1(a)	N/A.
ITT 13.1(b)	For minimum amount of liquid asset or working capital or credit facility is 100% of quoted price; supported with a Bank Solvency Certificate:
<u>D - Preparation of Tender</u>	
ITT 16.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.
ITT 17.1(j)	<u>The Tenderer shall submit with its Tender the following additional documents:</u> i) Original written confirmation authorizing the signatory of the Tender: ii) Total monetary value of supply and related services for each of the last 3 years evidence by acceptable supply certificate. iii) Reports on the financial standing of the Tenderer, such as profit loss statements and corresponding auditor's report for the last 3 years iv) Articles of incorporation or Registration of Firm when applicable and as per tender document. v) 03 no. end user Performance certificate of last 3 (Three) years.
Contd..... 14.	

	vi) Factory/mill Test/Quality Certificate. vii) List of test equipments. viii) Valid ISO certificate of Manufacturer. ix) Up to date Trade Licence, Bank Solvency Certificate, VAT Registration Certificate and Income Tax clearance Certificate should be submitted (If applicable) x) Calibration certificate of the test equipment is N/A. xi) Original colour printed Catalogue/Brochure. xii) Manufacturer's authorization certificate.
ITT 19.1	Alternative Tenders will not be permitted.
ITT 20.3	Tenders are being invited for a single lot.
ITT 20.4	The Tenderer shall submit prices for the following incidental services: as stated in Price schedule of Goods (G-2)
ITT 21.2	Name of the foreign currency: USD or GBP or Euro or JPY.
ITT 22.2	Manufacturer's Authorisation Letter is required for all the items listed in Section 6: Schedule of Requirements.
ITT 26.1	The Tender validity period shall be 60 days from the date of tender opening.
ITT 27.1	The amount of the Tender Security shall be USD – 300.00.00
ITT 28.1	In addition to the 01(one) Original of the Tender & 01 (one) Duplicate copy shall be submitted.
<u>E - Submission of Tender</u>	
ITT 29.2(b)	The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u> , Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com The deadline for submission of Tenders is: [As specified in the Tender Notice]
ITT 29.2(c)	The inner and outer envelope shall bear the following additional identification marks: <ol style="list-style-type: none"> 1) Tender No. & Date 2) Brief Description of the materials. 3) Name & Address of the Purchaser. 4) Name & Address of the Tenderer.
<u>F - Opening and Evaluation of Tenders</u>	
ITT 33.1	The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u> , Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com On Time & Date: [As specified in the Tender Notice]
ITT 42.3	The applicable economic factors for evaluation shall be as follows: "None"

ITT 42.4(a)	<p>The following quantification methods shall be applied. Evaluation shall be done on the basis of total price. Accordingly award will be given to the lowest responsive tendered. Adjustment expressed as a percentage: a rate of zero point five percent (0.5) per week but not exceeding 10% of the contract price.</p>
<u>G - Award of Contract:</u>	
ITT 48.1	<p>The maximum percentage by which quantities per item may be increased is 10%. According to necessity and approval of competent authority. The maximum percentage by which quantities per item may be decreased is 10%. According to necessity and approval of competent authority.</p>
ITT 50.1	<p>Successful tenderer shall be required to furnish a performance bond covering 10% (ten per cent) of total CFR value in form of an unconditional Bank Guarantee executed by any scheduled Bank of Bangladesh as per proforma enclosed. The performance Guarantee shall have to be valid for a period covering minimum 120 calendar days beyond the date of shipment of the goods. Performance bond must be furnished within 14 (Fourteen) days from the date of Notification of Award and as per terms stipulated thereon. Performance bond shall be enashed if the supplier fails to supply the goods in time or commits any breach of contract. Should the suppliers be adjudged insolvent the purchaser shall have the right to terminate the contract and forfeit the performance Guarantee submitted against the contract.</p>
ITT 53.2	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh.</p>

SECTION – 3

General Conditions of Contract

1. Definitions:

- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) Completion Schedule means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) Contract Agreement means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (c) Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto;
 - (d) Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;
 - (e) Day means calendar day;
 - (f) Delivery means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
 - (g) GCC mean the General Conditions of Contract;
 - (h) Goods means all of the commodities, raw materials, machineries and equipments, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Purchaser under the Contract, as specified in the PCC;
 - (i) Government means the Government of the People’s Republic of Bangladesh;
 - (j) Purchaser means the entity purchasing the Goods and Related Services, as specified in the PCC;
 - (k) Related Services means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
 - (l) PCC means the Particular Conditions of Contract;
 - (m) Subcontractor means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract;
 - (n) Supplier means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the PCC and the Contract Agreement, and includes the legal successors or permitted assigns of the Supplier;
 - (o) Writing means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

2. Contract Documents:

- 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices:

- 3.1 The company requires that Purchasers, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under company’s funds.

4. Interpretation:

4.1 Amendment:

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

4.2 Partial Supply:

- (a) If partial supply is specified in the Schedule of Requirements, references in the GCC to the Supply and to the Delivery Date shall apply to any portion of the Supply (other than references to the Completion Date for the whole of the Supply).

5. Documents Forming the Contract and Priority of Documents:

- 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the signed Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tendered;
 - (d) the completed Price Schedules as submitted by the Tendered;
 - (e) the Particular Conditions of Contract;

- (f) the General Conditions of Contract;
- (g) the Schedule of Requirements;
- (h) the Technical Specifications;
- (i) the Drawings, and;
- (j) Any other document listed in the PCC as forming part of the Contract.

6. Eligibility:

- 6.1 The Supplier and its Sub-Contractors shall have the nationality of a country other than those specified in the PCC.
- 6.2 All Goods and Related Services supplied under the Contract shall have their origin in the countries except those specified in the PCC.

7. Governing Language:

- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in English, unless otherwise stated in the PCC. 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, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Governing Law:

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

9. Gratuities/Agency fees:

- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.

10. Joint Venture, Consortium or Association (JVCA):

- 10.1 Deleted.

11. Confidential Information:

- 11.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-contractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 11.
- 11.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
 - (a) The Purchaser or Supplier needs to share with institutions participating in the financing of the Contract;
 - (b) Now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract.

12. Communications and Notices:

- 12.1 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.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

13. Patent and Intellectual Property Rights:

- 13.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 13.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property rights registered or otherwise existing at the date of the Contract by reason of:
- (a) The installation of the Goods by the Supplier or the use of the Goods in Bangladesh; and
 - (b) The sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 13.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 13.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 13.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 13.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 13.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

14. Copyright:

- 14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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. Assignment:

- 15.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser's prior written consent.

16. Sub contracting:

- 16.1 The Supplier shall obtain approval of the Purchaser in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 16.2 Subcontractors shall comply with the provisions of GCC Clause 3.

17. Supplier's Responsibilities:

- 17.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply in conformity in all respects with the provisions of the Contract Agreement.

18. Purchaser's Responsibilities:

- 18.1 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

19. Scope of Supply:

- 19.1 The Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.
- 19.2 Unless otherwise stipulated in the Contract, the 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 of the Goods and completion schedule of the Related Services as if such items were expressly mentioned in the Contract.

20. Change Orders and Contract Amendments:

- 20.1 The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 12, 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 furnished under the Contract are to be specifically manufactured for the Purchaser provided such changes do not materially affect the scope of supply;

- (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 20.2 If any such change 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/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.
- 20.3 Prices to be charged by the Supplier for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

21. Packing and Documents:

- 21.1 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. During transit, 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.
- 21.2 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, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Purchaser.

22. Delivery and Documents and Acceptance:

- 22.1 Subject of GCC Sub-clause 20.01, 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.
- 22.2 The 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.

23. Contract Price:

- 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- 23.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in the PCC.

24. Transportation:

- 24.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Bangladesh, defined as the Site, transport to such place of destination including insurance, and other incidental costs, and temporary storage, if any, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

25. Spare Parts:

- 25.1 Not Applicable.

26. Terms of Payment:

- 26.1 The Contract Price, including any Advance Payments, if applicable, shall be in the manner as specified in the PCC.
- 26.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 22 and upon fulfilment of any other obligations stipulated in the Contract.
- 26.3 The Purchaser shall make payments promptly and indicated in the PCC.

27. Insurance:

- 27.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the PCC.

28. Taxes and Duties:

- 28.1 Supplier/Tendered shall be entirely responsible for all taxes, stamp duties, license fees, all Forwarding & Transportation and other cost such levies imposed outside the purchaser's country.
- 28.2 Customs & Import duties and all other Taxes payable directly to the Government of Bangladesh on account of import material and equipment will be paid by the purchaser.

29. Performance Security:

- 29.1 In the case of Goods having warranty obligations the Performance Security shall be reduced to the amount specified in the PCC after delivery and acceptance of the Goods to cover the Supplier's warranty obligations in accordance with GCC Sub-Clause 32.3.

- 29.2 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 29.3 The Purchaser 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 Purchaser has notified him that he is; and
- (b) The Supplier has not paid an amount due to the Purchaser.
- 29.4 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Purchaser may forfeit the full amount of the Performance Security.
- 29.5 If there is no reason to call the Performance Security, it shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

30. Specifications and Standards:

- 30.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- 30.2 The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section-8: Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 30.3 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 Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 20.

31. Inspections:

- 31.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services.
- 31.2 The inspections and tests shall be conducted at the Eastern Cables Limited premises or in another place in Bangladesh if required. The contractor shall be furnished all drawings and production data to the inspectors at no cost to the Purchaser.
- 31.3 The Purchaser or its designated representative and supplier representative shall be entitled to attend the tests and/or inspections.
- 31.4 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 31.5 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice. If the goods are rejected by the purchaser, the supplier will replace or rectify the rejected Goods or parts thereof within 28 days upon issuing the notice by the purchaser.

32. Warranty:

- 32.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 32.2 Subject to GCC Sub-Clause 30.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.
- 32.3 Unless otherwise specified in the PCC, the warranty shall remain valid for Eighteen (18) months after supplied the Goods, or 12 (Twelve) month after installation, testing and commissioning of goods, which comes earlier.
- 32.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 32.5 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 Purchaser.
- 32.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

33. Extensions of Time:

- 33.1 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 pursuant to GCC Clause 22, the Supplier shall promptly notify the Purchaser in writing of the delay, it's likely duration, and

its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

34. Liquidated Damages:

- 34.1 Except as provided under GCC Clause 37, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of.
- 34.2 Delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 38.

35. Limitation of Liability:

- 35.1 Except in cases of criminal negligence or wilful misconduct,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, 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 Purchaser.
- (b) The aggregate liability of the Supplier to the Purchaser, 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 Purchaser with respect to patent infringement.

36. Change in Laws and Regulations:

- 36.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 23.

37. Force Majeure:

- 37.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 37.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 37.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

38. Termination:

38.1 Termination for Default:

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, may terminate the Contract in whole or in part:
- (i) If 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 Purchaser pursuant to GCC Clause 33; or,
- (ii) If the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 38.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

38.2 Termination for Insolvency:

- (a) The Purchaser and the Supplier's may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event,

termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

38.3 Termination for Convenience:

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

39. Settlement of Disputes:

39.1 **Amicable Settlement**

- (a) The Purchaser 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.

39.2 **Arbitration:**

- (a) If the Parties are unable to reach a settlement as per GCC Clause 39.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 39.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC

Section – 4
Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1 (h)	The nature of the goods to be supplied are: Supply of Dibasic Lead Phthalate (Naftovin).
GCC 1.1(j)	<u>The Purchaser is Eastern Cables Limited:</u> <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram, Bangladesh.
GCC 1.1(n)	The Supplier is : Name, address, and name of authorized representative (To be filed by the Tendered)
GCC 5.1(j)	The following documents shall also be part of the Contract: As stated in the Tender Document.
GCC 6.1	Suppliers and Sub-contractors from the following countries are not eligible: Israel
GCC 6.2	Goods and Related Services from the following countries are not eligible: Israel
GCC 7.1	Routine correspondence between the parties may be in Bengali or English
GCC 12.1	<u>For notices, the Purchaser’s contact details shall be:</u> <u>Attention:</u> The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u> , Fax No-88-02333301292, E-mail : purchase.easterncables@gmail.com For notices , the Supplier’s contact details shall be: (To be filled by the Tendered) <u>Attention:</u> <u>Address:</u> <u>Telephone:</u> <u>Fax number:</u> <u>Electronic mail address:</u>
GCC 21.2	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. Contract Number b. Name and address of Purchaser c. Country of origin d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of the content Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral. Additional marking and documentation within and outside the packages shall be: [Note: Arrow/Umbrella/Cup etc. shall be printed on the box to indicate upside of the box]

GCC 22.2	<p>Eastern Cables Limited reserves the right to cancel without informing the supplier or principals, any or all items not shipped within the specified delivery period and to purchase the same from any other source at the risk and expense of the supplier.</p> <p>The supplier will inform to purchaser before shipment the goods. Upon shipment, the supplier shall notify the purchaser and the insurance company by mail/Courier/Fax full details of the shipment including purchase order no./contract number, description of goods, quantity, the vessel, the bill of lading number, land date, port of loading, date of shipment, port of discharges, etc. The supplier shall mail the following documents to the purchaser, with a copy to insurance company.</p> <p>The documents to be provided are as follows:</p> <ol style="list-style-type: none"> (1) 6 (Six) copies of the Supplier's invoice showing goods description, quantity, unit price total amount. (2) 01 (one) original and 08 (Eight) copies of the Negotiable clean on board bill of lading marked freight prepaid and shipping documents and 08 (Eight) copies of non-negotiable bill of lading. (3) Packing list identifying contents of each package (six copies). (4) Insurance certificate (if applicable). (5) Manufacturer's warranty, supplier guarantee certificate stating quality, quantity and genuineness of goods. (6) Inspection certificate, issued by the nominated inspection Agency and the Manufacturer/factory inspection report. (7) Certificate of origin issued by the chamber of commerce or any other similar Institution mentioning origins of goods, including the manufacturer of the materials shipped. (8) Mill Test/Quality Certificate shall be provided. <p>The above documents shall be made available to the purchaser after shipment of (within 3 days) goods and if not received, the supplier will be responsible for any consequent expenses. The supplier shall ensure that the documents to be sent are free from any discrepancy. In case of any discrepancy in the document, 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 sets of documents shall be original, signed by the Local agent/Supplier. The commercial invoice is to show material values plus freight & insurance.</p> <p><u>SHIPPING DOCUMENTS:</u></p> <p>The shipping documents described above shall be received by the Eastern Cables Limited at the latest one week before arrival of cargoes at the port of destination. The number of shipping documents shall be supplied are as follows:</p> <ol style="list-style-type: none"> 1. Managing Director, Eastern Cables Limited, Patenga, Chattogram. 2. Head of Purchase, Eastern Cables Limited, Patenga, Chattogram. 3. Head of Accounts, Eastern Cables Limited, Patenga, Chattogram.
GCC 23.1	Not applicable
GCC 26.1	Not applicable

GCC 26.2	<p>Payment shall be made to the Tenderer under the terms and conditions of irrevocable letter of credit.</p> <p>I) 100 % Payment shall be arranged in favour of the beneficiary against full shipment through irrevocable letter of credit at sight under Cash/Upas/Credit/ grant or any untied source. The letter of credit shall be negotiable on presentation of the following documents:</p> <p>a) Complete set of original ‘Clean on Board’ Bill of Lading marked ‘freight pre-paid.</p> <p>b) Supplier’s invoice signed in ink.</p> <p>c) Buyer’s authorized pre-shipment inspection agent’s certificate.</p> <p>d) Shipment advice for insurance cover. e) Supplier’s guarantee certificate.</p> <p>e) Certificate of Origin from chamber of commerce. g) Mill test certificate.</p> <p>f) Certificate showing that the material has been shipped in a non-Israel flag vessel.</p> <p>g) Freight memo showing freight “pre-paid”.</p> <p>h) Bill of Exchange.</p> <p>i) Shipping Advice.</p> <p>II) Bank charges in Bangladesh for opening of the Letter of Credit shall be borne by the buyer & outside of Bangladesh shall be seller’s account. Any Bank changes for revalidation of amendment of the Letter of Credit on the request of the supplier shall be exclusively borne by the beneficiary and not by the buyer. However, amendments required due to any delay/lapse on the part of the buyer will be at buyer’s cost.</p> <p>III) All Bank charges outside of Bangladesh including Bank charges for Withdrawal against letter of credit established by the buyer shall be borne by seller.</p> <p>IV) Confirmation of letter of credit by foreign Bank(s) will not be entertained Trans Shipment of materials will not be allowed. However, under extra ordinary any circumstances this condition may be relaxed subject to the following condition:</p> <p>a) Total voyage period, the consignment will take to reach Chittagong Port must be indicated in the offer.</p> <p>b) Confirmation certificate from the transshipment port authority regarding transshipment shall be a part of negotiable documents.</p> <p>c) The document shall be negotiable after 7 days from the date of shipment.</p> <p>V) The Contract shall come into force after opening of L/C.</p> <p>VI) This document is the integral part of this contract.</p> <p>VII) Local agent’s commission will be paid equivalent Bangladeshi Currency (taka) on Submission of Bills in triplicate supported by copies of non-negotiable shipping Documents and clean M.R.R to be issued by the buyer at the exchange rate, which the bill of exchanges is negotiated.</p> <p>VIII) Customs clearance (C&F agency) cost is on Purchaser account. Inland transportation and Custom clearance (C&F agency) cost will be paid after receipt of goods at Eastern Cables Limited, Chattogram store with R & I report.</p>
GCC 27	<p><u>Customs duties, Taxes, Insurance:</u></p> <p>Eastern cables Limited Shall bear the cost of insurance (from M/s. The Sadharan Bima Corporation, Sk. Mujib Road, Pathantooly, Chittagong, Bangladesh, Fax No. 880-31-720609) as well as pay all duties, VAT, taxes assessed by customs authority and payable to customs authority for import of the materials in Bangladesh.</p>
GCC 29	<p>The Performance Security/Guarantee shall not be withdrawn until the Warranty period ends.</p>

GCC 31.	<p><u>The inspections and tests shall be as follows:</u></p> <ul style="list-style-type: none"> i) The buyer reserves the right to have the stores inspected before shipment by any agency of their choice. In that case inspection charges will be borne by the buyer. The name of inspecting agency will be intimated at the time placement of purchase order. The supplier will be liable to pay any expense for rejected stores and also for such inspection which will become payable to the inspector (s) due to multiple intervention/visits and or fruitless visit at the call of and to suit the convenience of the supplier. The inspector (s) should be provided with all facilities and assistance (viz. labour, materials, electricity, fuel, stores, apparatus, instruments etc. as may be required) to carry out his Job smoothly and without interference. The provisions laid down above do not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of destination/buyer's warehouse at buyer's cost. ii) If any deviation/discrepancy (ies) is found during inspection against our contract or purchase order specification, instantly have to inform us by mail. iii) The PSI shall provide test reports to the purchaser duly signed by the PSI Company just after the inspection (within few hours of inspection) days after completion of QAT. The purchaser will issue written instruction to the supplier to deliver the goods to the purchaser's designated stores against satisfactory test report. iv) No goods/equipment shall be packed, prepared for shipment or dismantled for the purpose of packing unless it has been tested and approved by PSI Company or tests have been waived and written instruction have been received from the Purchaser. v) If any dissimilarity is observed during post delivery inspection on receive goods in respect to pre-inspected goods, the purchaser has to right, not to receive the goods in the purchaser's store.
GCC 32.	As per tender.
GCC 34.1	<ul style="list-style-type: none"> i) Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods any be realized from the supplier/contractor. ii) In specific cases when delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidity damage, not over one percent per week or part thereof on the value of the undelivered goods may be charged. iii) In case of delay in delivery beyond one hundred days for importable item (s) purchase order/contract may be cancelled in which case the performance Guarantee shall be forfeited. iv) On genuine reasons/grounds beyond the control of the suppliers/contractors, extension of delivery period may, however, be granted by the purchase approving authority without realization of any liquidated damage provided validity of their performance Guarantee covers such extension.
GCC 34.2	The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract price.
GCC 39.3(b)	<ul style="list-style-type: none"> i) The buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the order/contract. ii) If the buyer and the supplier have not been able to resolve the dispute under or in connection with the order/contract amicably through direct negotiation, the dispute may be referred to the award of a sole arbitrator to be agreed by the parties, failing which the same shall be referred to arbitration by 2 (two) arbitrators, one to be nominated by the buyer and the other by the supplier, or in the case of the said arbitrators not agreeing then, to the award of an Umpire to be appointed by arbitrators in writing before proceeding with reference, and the decision of the sole arbitrators or of the arbitrators in the event of their not agreeing with umpire appointed by them as the case maybe shall be final and binding on the parties. Provisions of arbitration Act 1940 and rules there under and any statutory modification thereof shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh.

Section-5

Tender and Contract Forms

Form	Title
	Tender Forms
G – 1	Tender Submission Sheet
G – 2	Price Schedule
G – 3	Specifications Submission Sheet
G – 4	Tenderer Information Sheet
G – 5	Manufacturer’s Authorisation Letter
G – 6	Bank Guarantee for Tender Security
	Contract Forms
G – 7	Notification of Award
G – 8	Contract Agreement
G – 9	Bank Guarantee for Performance Security

Tender Submission Sheet (Form- G 1)

Invitation for Tender No:

Date:

To:

Head of Purchase Department.
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh.

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

The total price of our Tender, excluding price reduction(s) is:

Insert value in figures..... (Insert value in words).....

If applicable under Instruction to Tenderers (ITT) Sub-Clause 20.3, and in case we are awarded a contract for the discounts / cross- discounts offered, and the methodology for its application is:

We undertake, if our Tender is accepted, to deliver the goods in [] (weeks /months/days) from the date of L/C opening, in accordance with the delivery schedule specified in the Schedule of Requirements.

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in the Tender Data Sheet is attached in the form of a [bank guarantee] valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet and valid for a period of 4(Four) months beyond the date of Shipment date of the goods & obligations under the Contract, including any warranty. We declare that ourselves, and any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and that the goods and related services will also be supplied from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

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.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of
the Tenderer.

Date:

Price Schedule for Supply of Dibasic Lead Phthalate (Naftovin).
(Form-G2)

Lot No.	Description of Item	Quantity In MT	Unit (FOB) Price	Total, CFR(C), Chattogram Port
1.	Dibasic Lead Phthalate (Naftovin)	3 M.T		
Total FOB Price =				
Freight =				
Commission(If any) =				
Grand Total, CFR(C), Chattogram Port =				

In words:

To be submitted:

1. Currency should be mentioned clearly.
2. Port of shipment & port of delivery should be mentioned clearly.

Signature of the Tenderer with full address, date & seal

Specifications Submission and Compliance Sheet (Form G-3)

Specification of Dibasic Lead Phthalate (Naftovin).:

Lot No.	Description of Item	Country of Origin	Manufacturer	Full technical specification and Standards
1	Dibasic Lead Phthalate (Naftovin)			

N.B.:

1. The Tenderer shall fill up above data in supporting with Manufacturer technical specification(signed), printed brochure and catalogue.

Signature of the Tenderer with full address, date & seal

Tendered Information Sheet (Form- G4)

Notes on Tenderer Information Sheet

The information to be filled in by Tenderers in the following pages will be used for purposes of verification of eligibility and qualification of the Tendered as provided for in relevant Clauses of the Instructions to Tenderers.

A - Individual Tenderers

1. General Information of the Tendered	
1.1	Tenderer's Legal Name
1.2	Tenderer's legal address in Country of Registration
1.3	Tenderer's legal status
	Proprietorship
	Partnership (Registered under the Partnership Act, 1932)
	Limited Liability Concern (Registered under the Companies Act, 1913)
	Others
1.4	Tenderer's Year of Registration
1.5	Tenderer's business status
	Manufacturer
	Local Agent/Distributor of a foreign Manufacturer
	Stockist
	Others
1.6	Tenderer's Authorised Representative Information
	Name
	Address
	Telephone/Fax Numbers
	e-mail address
1.7	Tenderer's Value Added Tax Registration Number
1.8	Tenderer's Income Tax Identification Number (TIN)
1.9	<p>Tendered to attach copies of the following documentation:</p> <ul style="list-style-type: none"> (a) Articles of Incorporation or Registration of firm. (b) Latest Income Tax Clearance Certificate (c) Latest VAT Registration Certificate (d) Original letter naming the person authorised to sign on behalf of the Tendered (e) Others (to be completed by the Purchaser if required)

2. Qualification Information of the Tenderer:		
2.1	Number of years of overall experience of the Tendered in the supply of goods and related services:	
2.2	Number of years of specific experience of the Tendered in the supply of similar goods and related services:	
2.3	Total annual monetary value of similar goods supplied in each of the last five years.	
2.4	Available liquid assets	
2.5	Details of production capacity/ equipment available:	
2.6	Major supplies of similar type of Goods over the last Three years. Also list details of supplies of similar type of Goods under way or committed, including expected delivery date.	
3. Financial Information of the Tenderer:		
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.	
3.2	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer	
3.3	Information on litigation in which the Tendered is, or has been, involved:	
	(a) Any case within the past Three years	
	Cause of Dispute	Result of Settlement and amount involved.
	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case
Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.		

Manufacturer's Authorisation Letter (Form G - 5)

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,

Bangladesh

Attention:

(Head of Purchase Department)

WHEREAS, we [name and address of manufacturer] are reputable manufacturers having factories at [list of places of factories].

THEREFORE, we do hereby:

1. Authorise [name of Tendered to submit a Tender in response to the Invitation for Tenders indicated above, the purpose of which is to provide the following Goods, [description of goods], manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and
2. Extend our full guarantee and warranty in accordance with GCC Clause 32, with respect to the Goods offered in the Tender.

Signed

In the capacity of:

Duly authorised to sign the authorisation for and
on behalf of

[name of manufacturer]

Date:

Bank Guarantee for Tender Security (Form-G6)

[This is the format for the Tender Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 27]

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,
Bangladesh

Attention:

Head of Purchase Department

Bank Guarantee No.

Issuing Date:

Amount:

Expiry Date:

Issued on Request of :

(Supplier's Name & Address)

TENDER GUARANTEE NO:

We have been informed that [name of Tendered] (hereinafter called "the Tendered") to you its Tender dated [date of Tender] (hereinafter called "the Tender") for the supply of [description of goods and related services] under the above Invitation for Tenders (hereinafter called "the IFT").

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

At the request of the Tendered, we [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Tk. [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Tendered is in breach of its obligation(s) under the Tender conditions, because the Tendered.

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity,
 - (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form, This guarantee will expire if:
 - (a) the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tendered as issued by you; or
 - (b) If the Tenderer is not the successful Tendered, fifty eight days after the expiration of the Tenderer's Tender, being [date of expiration of the Tender].

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

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Notification of Award (Form-G7)

To:

This is to notify you that your Tender dated [insert date] for the Supply/execution of the Works for [name of project/Contract] for the Contract Price of Taka [amount in figures and words], as corrected and modified in accordance with the Instructions to Tenderers, has been approved by [name of Employer/Procuring Entity].

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) days of its issuance pursuant to ITT clause 49
- ii. furnish a Performance Security in the specified format and in the amount of Tk. [state amount in figures and words] within (14) fourteen days of issuance of this letter, in accordance with ITT clause 50
- iii. signing the Contract Agreement within twenty-one (28) days, in accordance with ITT clause 51

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

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

Signed

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

Date:

Contract Agreement (Form-G8)

THIS AGREEMENT made the [day] day of [month][year] between [name and address of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name and address of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, [brief description of goods and related services] and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka [Contract Price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Form of Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tendered;
 - (d) the completed Price Schedules as submitted by the Tendered;
 - (e) the Particular Conditions of Contract;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications and
 - (i) any other document listed in the PCC as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence of

Name

Bank Guarantee for Performance Security (Form G-9)

[This is the format for the Performance Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 50]

Notification of Award No.

Date:

To:

Eastern Cables Limited.

North Patenga, Chattogram - 4204,
Bangladesh.

Attention:

Head of Purchase Department

Performance Guarantee No.

Issuing Date:

Amount:

Expiry Date:

Issued on Request of :

(Supplier's Name & Address)

PERFORMANCE GUARANTEE NO:

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

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

At the request of the Supplier, we [name of bank & address with phone no.] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

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

Signature

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Section-6
Schedule of Requirements

For Supply Dibasic Lead Phthalate (Naftovin) of as per attached specification.

Lot No.	Description of Item	Quantity	Point of delivery	Completion time
1	Dibasic Lead Phthalate (Naftovin).	3 MT	CFR© Chattogram port.	SHIPMENT PERIOD: Shipment shall have to be effected as under: - Within 30 days after opening of L/C.

Name of Tenderer:

Signature of Tenderer:

Date:

Section-7

SPECIFICATION OF DIBASIC LEAD PHTHALATE(NAFTOVIN)

Quantity - 3 M.T

Appearance	:	White, Fine Soft Powder.
Molecular	:	818
Refractive Index	:	1.99
Lead Content (Pbo)	:	79.8-80 %.
Moisture Content	:	0.25 % (Max).
Solubility	:	Insoluble in all common solvent.
Melting Point	:	105° C.

Catalogue/Literature containing detail specification, composition & all other information of the material must be supplied along with the offer.

SAMPLE: 2.5 kg sample must be supplied along with the offer, if the material was not earlier used/tested by Eastern Cables Limited, Patenga, and Chattogram. If the material has not been earlier used or tested for acceptance by ECL.

PACKING: Net 25Kgs in 4 ply Kraft paper bag with one ply P.E film liner. Export Standard Sea worthy packing strong enough to withstand rough handling during transportation.

The bidder's shall have to submit the following documents at the time of submission of quotation:

1. Full technical Specifications and details.
2. Technical literature.
3. Mill Test Certificate.
4. Manufacturer's Certificate confirming the tender specification.
5. Information about supply records for last three years.
6. Principal/Manufacturer Bank Details for Opening L/C
7. Principal/Manufacturer e-mail address.

Name of Tenderer:

Signature of Tenderer:

Date:

Section - 8

Guaranteed Technical Particulars (GTP) For Supply of Dibasic Lead Phthalate (Naftovin).

(To be filled up by the Manufacturer in Manufacturer Letterhead pad, otherwise the bid shall be rejected)

SI No.	Description	Unit	ECL Requirement	Bidder's Guaranteed Data
01	Manufacturer's Name & Address		To be mentioned	
02	Model/Brand Name		To be mentioned	
03	Country of Origin		To be mentioned	
04	Year of Manufacture		To be mentioned	
05	Reference Standard		To be mentioned	

[The Tenderer should complete all the columns as required]

Signature:

Name & Designation of tenderer
Duly authorized to sign the Tender for
and on behalf of the Tenderer

Signature

Name and Designation of Manufacturer

NOTE:

EASTERN CABLES LIMITED IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

**INTERNATIONAL
TENDER ENQUIRY FOR PROCUREMENT OF
NYLON SEMI- CONDUCTING TAPE**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F-307, DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45 AM**



EASTERN CABLES LIMITED

(An Enterprise of Bangladesh Steel & Engineering Corporation)

North Patenga, Chattogram-4204, Bangladesh.

Telephone No: 02333301291, 02333301296,

Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com

[ISO 9001:2015 CERTIFIED COMPANY]

EASTERN CABLES LIMITED

COST OF TENDER DOCUMENTS TK. 1,000.00 PER SET (NON-REFUNDABLE)

**TENDER DOCUMENTS FOR PROCUREMENT OF NYLON SEMI-CONDUCTING TAPE,
QUANTITY: 1 M.T UNDER CASH/UPAS/CREDIT/GRANT/OR ANY UNTIED SOURCE.**

**N.B: ANY CONDITIONAL OFFER SHALL NOT BE ACCEPTED. SO, THE BIDDERS MUST
SUBMIT THEIR QUOTATIONS/BIDS FULLY COMPLYING THE TENDER TERMS
QUOTATIONS/BIDS ANY DEVIATION FROM THE TENDER TERMS & CONDITIONS
SHALL BE TREATED AS NON-RESPONSIVE.**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F-307 DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45 AM**

**N.B: IN CASE OF HARTAL, STRIKE, ANY HOLIDAY DECLARED BY THE GOVT. OR ANY
UNAVOIDABLE CIRCUMSTANCES THE TENDER WILL BE RECEIVED & OPENED NEXT
NORMAL WORKING DAY AS PER SCHEDULE TIME AS MENTIONED ABOVE**

**EASTERN CABLES LIMITED**

North Patenga, Chattogram, Bangladesh

Invitation for International Tender Notice (OTM) for following items

01.	Ministry		Ministry of Industries.			
02.	Name of Agency		Bangladesh Steel & Engineering Corporation, Dhaka.			
03.	Procuring Entity Name		Eastern Cables Limited, North Patenga, Chattogram.			
04.	S/L	Name of Procurement	Reference No. & Date	Cost of Tender Documents	Tender Security	Tender Receiving and Opening Date and Time.
	4.1	Antimony Tri-Oxide Quantity : 500 Kgs.	EC /PUR/F-301 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	Date: 24.11.2022 Receiving on 11.30 AM Opening on 11.45 AM
	4.2	Dibasic Lead Phthalate (Naftovin T-80) Quantity : 3 M.T	EC/PUR/F-302 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.3	Pigment (Red) & Pigment (Yellow) Quantity : 500 Kgs & 200 Kgs.	EC/PUR/F-303 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.4	Soot Paste Quantity : 5 M.T	EC/PUR/F-304 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
	4.5	Paraffin Wax Quantity- 3 M.T	EC/PUR/F-305 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	
	4.6	Gummed Cotton Tape Quantity- 2 M.T (1500 Kgs, 50mm & 500 Kgs, 30mm)	EC/PUR/F-306 dated: 22.10.2022	Taka- 1,000.00	USD - 600.00	
	4.7	Nylon Conducting Tape Quantity- 1 M.T Width: 50mm	EC/PUR/F-307 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
05.	Budget and source of Funds		Own			
06.	Tender Last Selling Date		Dated: 23.11.2022			
07.	Selling of Tender Documents		1. Cash section, Controller of Accounts, BSEC Bhaban, Dhaka-1215. 2. Cash section, Head of Accounts, ECL, Chattogram.			
08.	Place of Receiving & Opening Tender Document		Eastern Cables Limited Share Office, BSEC Bhaban (4th floor), 102 Kazi Nazrul Islam Avenue, Dhaka-1215, Bangladesh.			
09.	Eligibility of Tenderer		As per Tender documents.			
10.	Brief Description of Goods		As per Tender documents specification.			
11.	Location of Delivery and Appointment		CFR© Chattogram Port.			
12.	Name of Official Inviting Tender		Head of Purchase Department			
13.	Designation of Official Inviting Tender		Engineer (Mechanical)			
14.	Address of Official Inviting Tender		Eastern Cables Limited, Patenga, Chattogram.			
						(Md. Golam Hidher) Engineer (Mechanical) Head of Purchase Department

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SECTION - 1

Instructions to Tenderer

A-General

1. Scope of Tender:

- 1.1 The Purchaser, as indicated in the Tender Data Sheet (TDS), issues this Tender Document for the supply of Goods, and Related Services 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 Tendered will be required to complete the delivery of the goods and related services (when applicable) as specified in the Particular Conditions of Contract (PCC).
- 1.3 **Throughout this Tender Document:**
 - (a) The term “in writing” means communicated in written form with proof of receipt.
 - (b) If the context so requires, singular means plural and vice versa.
 - (c) “Day” means calendar day.

2. Source of Fund:

- 2.1 Companies Own Fund.

3. Corrupt Fraudulent Collusive or Coercive Practices:

- 3.1 The company requires that Purchase, as Tenderers and Suppliers shall observe the highest standard of ethics during the Implementation of procurement proceedings and the execution of contracts under company funds.
- 3.2 In pursuance of this requirement, the Purchaser shall:
 - (a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under companies funds;If it, at any time, determines that the Tendered has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under company funds.
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tendered to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tendered concerned. Any communications between the Tendered and the Purchaser related to matters of alleged fraud or corruption shall be in writing.
- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:-
 - (a) “corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
 - (c) “collusive practice” means a scheme or arrangement among two or more Tenderers, with or without the knowledge of the Purchaser (prior to or after Tender submission), designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
 - (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- 3.5 The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 38.1(c).
- 3.6 The Government requires that the Purchaser’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Tenderers:

- 4.1 This Invitation for Tender is open to eligible Tenderers from all countries, except for any specified in the TDS.
- 4.2 A 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 Purchaser.
- 4.3 The Tendered shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause.

- 4.4 The Tenderer with a consistent history of litigation or a number of arbitration awards against it, shall not be eligible to Tender. The Tendered shall supply the information requested in Para 3.3 of the Tendered Information Sheet (Form G-4).
- 4.5 The Tenderer shall have the legal capacity to enter into the contract.
- 4.6 The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.7 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

5. Eligible Goods and Related Services:

- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.
- 5.3 The origin of goods and services is distinct from the nationality of the Tendered.

6. Site Visit:

- 6.1 For goods contracts requiring installation/commissioning/networking or similar services at site, the Tendered, 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.
- 6.2 The Tenderer should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 6.3 The costs of visiting the Site shall be at the Tenderer’s own expense.

B- Tender Document

7. Tender Document: Sections:

- 7.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.
 Instructions to Tenderers (ITT).
 Tender Data Sheet(TDS)
 General Conditions of Contract (GCC).
 Particular Condition of Contract(PCC)
 Tender and Contract Forms.
 Schedule of Requirements.
 Technical Specifications & Drawing.
- 7.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.
- 7.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.

8. Tender Document: Clarification :

- 8.1 prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the TDS. The Purchaser will respond in writing to any request for clarification received no later than seven (07) days prior to the deadline for submission of Tenders.
- 8.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 8.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 10 and ITT Sub-Clause 30.3.

9. Tender Document Pre-Tender Meeting:

- 9.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.
- 9.2 The Tenderer is requested to submit any questions in writing so as to reach the Purchaser not later than five (5) days prior to the date of the meeting.
- 9.3 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 seven (7) days to all those who purchased the Tender Document. Any modification to the Tender Document listed in ITT Sub-Clause 7.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Amendment pursuant to ITT Clause 10 and not through the minutes of the pre-Tender meeting.
- 9.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tendered.

10. Tender Document: Amendment:

- 10.1 At any time prior to the deadline for submission of Tenders, the Purchaser for any reason, on its own initiative or in response to a clarification request in writing from a Tendered, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
- 10.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 10.3 To give a prospective Tendered reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 30.3. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Purchaser, if so requested by a substantial number of Tenderers.

C- Qualification Criteria

11. General Criteria:

- 11.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience, reputation, and the personnel to perform the contract.
- 11.2 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots

12. Experience Criteria:

- 12.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
 - A) A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;
 - B) The specific experience in the supplying of related goods and services as specified in the TDS;
 - C) A minimum production capacity or availability of equipment as specified in the TDS; and
 - D) In case of a Tendered offering to supply goods which the Tendered did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods.

13. Financial Criteria:

- 13.1 The Tenderer shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
 - A) The satisfactory completion of supply of goods of value stated in the TDS under a single contract in the last five years; and
 - B) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.

D. Tender Preparation

14. Tender: Only One:

- 14.1 A Tenderer shall submit only one (1) Tender for each item, either individually. A Tendered who submits or participates in more than one (01) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.

15. Tender: Preparation Costs:

- 15.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

16. Tender: Language

- 16.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English or Bangla language, unless specified otherwise in the TDS. Supporting documents and printed literature furnished by the Tendered may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 16.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

17. Tender: Contents of Tender:

- 17.1 The Tender prepared by the Tenderer shall comprise the following:
 - (a) The Tender Submission Sheet (Form G-1);
 - (b) The Price Schedule (Form G-2) completed in accordance with ITT Clauses 18, 20 and 21;
 - (c) Original Tender Security (Form G-6) completed in accordance with ITT Clause 27;

- (d) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 18;
- (e) Alternative Tenders, if permitted, in accordance with ITT Clause 19;
- (f) Written confirmation authorising the signatory of the Tender to commit the Tendered, in accordance with ITT Clause 28;
- (g) Documentary evidence in accordance with ITT Clause 22 establishing the Tenderer's eligibility to Tender, including the Tenderer Information Sheet (Form G-4) and the Manufacturer's Authorisation Letter (Form G-5), when applicable;
- (h) Documentary evidence in accordance with ITT Clauses 23 and 37 that the Goods and Related Services are of eligible origin and conform to the Tender Document;
- (I) Documentary evidence in accordance with ITT Clause 24 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and any other document as specified in the TDS.

18. Tender: Submission Sheet, Price Schedules and Specifications Submission Sheet:

- 18.1 The Tenderer shall submit the completed Tender Submission Sheet (Form G-1) as furnished in Section 5: Tender and Contract Forms. This document 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 non-responsive.
- 18.2 The Tenderer shall submit the completed Price Schedule for Goods and Related Services (Form G-2) as furnished in Section 5: Tender and Contract Forms.
- 18.3 The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section 5: Tender and Contract Forms.
- 18.4 All the documents mentioned in ITT clauses 18.1 to 18.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.

19. Tender: Alternatives:

- 19.1 Unless otherwise stated in the TDS, alternative Tenders shall not be considered.

20. Tender: Prices and Discounts:

- 20.1 The prices and discounts quoted by the Tendered in the Tender Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 20.2 All items for each lot, as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). For any item listed in the Schedule of Requirements, but not shown in the Price Schedule, it shall be assumed that the item is not included in the Tender. For any item listed in the Schedule of Requirements, but shown un-priced in the Price Schedule, it shall be assumed that the price is included in the prices of other items. In all cases the Tender shall be evaluated in accordance with ITT Sub-Clause 20.3.
- 20.3 Tenders are being invited either for individual lots or for any combination of lots and prices quoted shall correspond to 100% of the items and quantities specified for each lot. If so indicated in the TDS Contracts may be awarded on a lot-by-lot basis and Tenderer's wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each lot or combination of lots.
- 20.4 The Tenderer shall indicate on the Price Schedule (Form G-2) the unit prices (where applicable) and the total price of the lot it proposes to supply under the contract.

21. Tender Currency:

- 21.1 For expenditure that will be incurred in Bangladesh, the Tendered shall quote the prices in Bangladesh Taka.
- 21.2 For expenditure that will be incurred outside Bangladesh, the Tendered may quote the prices in USD or GBP or EURO or JPY as specific in TDS.

22. Tenderer Documents Establishing Eligibility:

- 22.1 The Tenderer shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and, in particular, shall complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section 5: Tender and Contract Forms; and
- 22.2 If so specified in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation Letter (Form G-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.

23. Goods and Related Services Documents Establishing Eligibility:

- 23.1 To establish the conformity of the Goods and Related Services to the Tender Document, the Tenderer shall furnish as part of its Tender the documentary evidence that the goods conform to Section 7: Technical Specifications.

23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating the substantial responsiveness of the Goods and Related Services to those requirements of Section 7: Technical Specifications, and if applicable, a statement of deviations and exceptions. The Tendered shall note that standards for workmanship, material, and equipment as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tendered may substitute alternative standards/ brand names, etc. in its tender provided that it demonstrates to the Purchaser's satisfaction that substitutions ensure substantial equivalence.

24. Tenderers: Documents Establishing Qualifications:

24.1 Tenderers shall submit documentary evidence to meet the qualification criteria specified in Sub-Section C, Qualification Criteria of the ITT.

24.2 Tenderers shall submit the Tendered Information Sheet (Form G-4) furnished in Section 5: Tender and Contract Forms.

24.1 Tenderers shall include the following information and documents with their Tenders:

- a) Total monetary value of similar goods supplied for each of the last three (3) years.
- b) Details of major supplies of similar types of Goods over the last three (3) years, and clients who may be contacted for further information on those contracts;
- c) Financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
- d) Authority to seek references from the Tenderer's Bankers; and Information on past (3 years) litigation in which the Tendered has been involved or in which the Tendered is currently involved.

25. Tendered: Disqualification:

25.1 The Purchaser shall disqualify a Tendered who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, the Purchaser may declare such a Tendered ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.

25.2 The Purchaser may disqualify a Tendered who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

26. Tender: Validity:

26.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by the Purchaser, pursuant to ITT Clause 30. A Tender valid for a shorter period shall reject by the Purchaser as non-responsive.

26.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 27, shall also be suitably extended promptly. If a Tendered 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 Tendered agreeing to the request will not be required or permitted to modify its Tender.

27. Tender: Security:

27.1 The Tenderer shall furnish as part of its Tender, a Tender Security in original form (Form G-6) and in the amount specified in the TDS.

27.2 The Tender Security shall:

- a) At the Tenderer's option be either;
 - (i) in the form of a bank draft or pay order from schedule Bank in Bangladesh ; or
 - (ii) in the form of an irrevocable bank guarantee (Form G-6) issued by a Scheduled Bank in Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
- b) Be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 27.5 being invoked; and
- c) Remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under ITT Clause 26.2.

27.3 A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 27.2, shall be rejected by the Purchaser as non-responsive.

27.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 26.1 and 26.2. The Tender Security of the successful Tendered will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 51 and signing the Contract Agreement.

27.5 The Tender Security may be forfeited:

- (a) if a Tendered withdraws its Tender during the period of Tender validity specified by the Tendered on the Tender Submission Sheet, except as provided in ITT Sub-Clause 26.2; or

- (b) if the successful Tendered fails to:
 - (i) Accept the correction of its Tender Price pursuant to ITT Sub-Clause 39.2; or
 - (ii) Furnish a Performance Security in accordance with ITT Clause 50; or
 - (iii) Sign the Contract in accordance with ITT Clause 51.

28. Tender Format and Signing:

- 28.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 17.1 and clearly mark it "ORIGINAL". In addition, the Tendered 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.
- 28.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tendered. This authorisation shall consist of a written authorisation and shall be attached to the Tendered Information Sheet (Form G-4). The name and position held by each person signing the authorisation 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 or initialled by the person signing the Tender.
- 28.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E. Tender Submission

29. Tender: Sealing and Marking:

- 29.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as "ORIGINAL" and "DUPLICATE", "TRIPLICATE", "QUADRUPLICATE." The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.
- 29.2 The inner and outer envelopes shall:
 - (a) bear the name and address & sign of the Tendered;
 - (b) be addressed to the Purchaser at the address specified in the TDS;
 - (c) bear the name of the Tender and the Tender Number as specified in the TDS; and
 - (d) bear a statement "DO NOT OPEN BEFORE" the time and date for Tender opening as specified in the TDS.
- 29.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 29.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

30. Tender: Submission Deadline:

- 30.1 Tenders must be received by the Purchaser at the address specified in ITT Sub-Clause 29.2 no later than the date and time as specified in the TDS.
- 30.2 Tenderers shall be delivered their tenders by hand registered mail or sent by courier as stated in TDS.
- 30.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 10, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

31. Tender: Submitted Late:

- 31.1 Any Tender received by the Purchaser after the deadline for submission of Tenders in accordance with ITT Clause 31 shall be declared late, will be rejected, and returned unopened to the Tendered.

32. Tender: Modification, Substitution or Withdrawal:

- 32.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 28.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
 - (a) submitted in accordance with ITT Clauses 28 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "MODIFICATION" "SUBSTITUTION," OR "WITHDRAWAL," and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 30.
- 32.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 32.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 32.3 No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 30.

F-Tender Opening and Evaluation

33. Tender Opening:

- 33.1 The Purchaser shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 32, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 32 shall not be opened. Tendered or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a register evidencing their attendance.
- 33.2 The name of the Tendered, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts and alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Purchaser's Tender Opening Committee.
- 33.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tendered upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tendered and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 33.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tendered.
- 33.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tendered pursuant to ITT Clause 31.

34. Tender: Confidentiality:

- 34.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.

35. Tender: Clarification:

- 35.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 39.

36. Tenderer Contacting the Purchaser:

- 36.1 Following the opening of the Tenders and until the Contract is signed no tenderer shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 36.2 Any effort by a Tenderer to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 36.3 Notwithstanding ITT Sub Clause 36.1, from the time of Tender opening to the time of Contract award, if any Tendered wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.

37. Tender: Responsiveness:

- 37.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 37.2 A substantially 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 performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Tendered presenting substantially responsive Tenders.
- 37.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tendered by correction of the material deviation, reservation or omission.
- 37.4 There shall be no requirement as to the minimum number of responsive Tenders.

38. Tender: Non-conformities, Errors, and Omissions:

- 38.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 38.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tendered submits 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 price of the Tender. Failure by the Tendered to comply with the request may result in the rejection of its Tender.

39. Tender: Correction of Arithmetical Errors:

- 39.1 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 39.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-clause 39.1, is found it shall be immediately notified to the concerned Tendered.
- 39.3 Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-clauses 39.1, its Tender shall be disqualified and its Tender Security may be forfeited.

40. Tender: Preliminary Examination:

- 40.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 17 has been provided, and to determine the completeness of each document submitted.
- 40.2 The Purchaser shall assess whether the Tenderer's Qualifications as per Section C are substantially met. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 41 and 42.

41. Tender: Technical Evaluation:

- 41.1 The Purchaser shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tendered without any material deviation or reservation.
- 41.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 23, to confirm that all requirements specified in Section 7: Technical Specifications, have been met without any material deviation or reservation.
- 41.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 37, it shall reject the Tender.

42. Tender: Financial Evaluation:

- 42.1 The Purchaser shall thirdly evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 42.2 To evaluate a Tender, the Purchaser shall consider the following:
 - (a) The Tender price as quoted in accordance with ITT Clauses 18 and 20, excluding local taxes (VAT and other taxes) which will be payable on the goods if contract is awarded);
 - (b) Price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 39.1;
 - (c) The applicable economic factors of evaluation set out in ITT Sub-Clause 42.3.
- 42.3 The Purchaser's economic evaluation of a Tender will take into account, in addition to the delivered price offered in accordance with ITT Sub-Clause 18.1, one or more of the factors affecting the economic value of the Tender from the list below, as specified in the TDS, and as quantified in ITT Sub-Clause 42.5:
 - (a) The delivery schedule offered in the Tender; and
 - (b) The projected operating and maintenance costs during the anticipated life-cycle of the spare parts;
 - (c) The performance and productivity of the equipment offered; or
 - (d) Any other specific criteria as specified in Section 7: Technical Specifications.
- 42.4 For those factors specified in ITT Sub Clause 42.4 which are selected to be considered in the evaluation of the Tenders, one or more of the following quantification methods shall be applied, as specified in the TDS.
 - (a) Delivery schedule:
 - (i) The goods covered under the IFT are required to be delivered at the time specified in Section 6: Schedule of Requirements. Treating the Tender with the earliest delivery as the base, a delivery 'adjustment' will be calculated for other Tenders for the purpose of evaluation, by applying a

Percentage, as specified in the TDS, of the Tender price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.

or

- (ii) The goods covered under the IFT are required to be delivered within an acceptable range of weeks as specified in Section 6: Schedule of Requirements. No credit shall be allowed to earlier deliveries, and Tenders offering delivery beyond this range shall be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added, for the purpose of evaluation, to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in Section 6: Schedule of Requirements.

or

- (iii) The goods covered under the IFT are required to be delivered in partial shipments, as specified in Section 6: Schedule of Requirements. Tenders offering deliveries later than the specified deliveries will be adjusted for the purpose of evaluation by adding to the Tender price a factor equal to a percentage, as specified in the TDS, of the Tender price per week of variation from the specified delivery schedule.

- (b) Projected operating and maintenance costs:
Operating and maintenance costs of the goods will be evaluated in accordance with the criteria specified in the TDS or in Section 7: Technical Specifications.

- (c) Performance and productivity of the equipment:

- (i) Tendered shall state the guaranteed performance or efficiency of their equipment offered in response to Section 7: Technical Specifications. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the TDS will be added to the Tender price for the purpose of evaluation, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in Section 8: Technical Specifications.

or

- (i) Equipment offered shall have a minimum productivity specified under the relevant provision in Section 7: Technical Specifications, to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender prices for the purpose of evaluation, using the methodology specified in Section 8: Technical Specifications.

- (d) Specific additional criteria:

Other specific additional criteria to be considered in the evaluation and the evaluation method to be used for such criteria shall be as specified in the TDS and/or Section 7: Technical Specifications.

43. Tender: No Negotiation:

43.1 No negotiation shall be held with the lowest or any other Tendered.

43.2 A Tendered shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender.

44. Tender: Comparison:

44.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 42.

45. Tenderers Post-qualification :

45.1 The Purchaser shall determine to its satisfaction whether the Tendered that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.

45.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tendered, pursuant to ITT Clause 24, to clarifications in accordance with ITT Clause 35 and the qualification criteria indicated in ITT Clauses 11, 12 and 13. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.

45.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tendered. A negative determination shall result in rejection of the Tenderer's Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

46. Tenders: Purchaser's Right to accept or to Reject Any or All:

46.1 The Purchaser reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for the Purchaser's actions.

G-Contract Award

47. Award Criteria:

- 47.1 The Purchaser shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

48. Purchaser's Right to Vary Quantities:

- 48.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

49. Notification of Award:

- 49.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tendered, in writing, that its Tender has been accepted.
- 49.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 49.3 The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

50. Performance Security:

- 50.1 Within Twenty eight (28) days from the issuing of Notification of Award from the Purchaser, the successful Tendered shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-9) furnished in Section 5: Tender and Contract Forms.
- 50.2 The Performance Security shall be valid 4(four) month beyond the date last Shipment of the goods.
- 50.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

51. Contract: Signing:

- 51.1 At the same time as the Purchaser issues the Notification of Award to the successful Tendered for the Contract signing.
- 51.2 Twenty eight (28) days from the issuing of the Notification of Award the successful Tendered shall sign the Contract Agreement.
- 51.3 Failure of the successful Tendered to submit the Performance Security pursuant to ITT Clause 50 or sign the Contract pursuant to ITT Sub-Clause 51.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tendered at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.
- 51.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tendered, the Purchaser shall discharge and return the successful Tenderer's Tender Security.

52. Advising Unsuccessful Tenderer:

- 52.1 Upon the successful Tendered furnishing Performance Security pursuant to ITT Clause 50, and signing the Contract pursuant to ITT Clause 51, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.
- 52.2 The Purchaser shall promptly respond in writing to any unsuccessful Tendered who, after notification in accordance with ITT Sub-Clause 52.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.

53. Tenderer Right to complain:

- 53.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Purchaser by the Public Procurement Regulations (2008)
- 53.2 The complaint shall firstly be process through an administrative review following the procedures set act in Regulation of the PPR-2008. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS
- 53.3 If not satisfied with the outcome of the administrative review, the Tendered may complain to review Panel pursuant to Regulation of the PPR 2008.

SECTION – 2

Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT clauses.	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<u>A. General</u>	
ITT 1.1	<p>The Purchaser is: Eastern Cables Limited. Representative: Head of Purchase Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: 02333301296, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com</p> <p>The Name of the Tender is: Supply of Nylon Semi-Conducting Tape</p>
ITT 4.1	Tenderer's from the following countries are not eligible: Israel
ITT 5.1	Goods will be supplied as per technical specification. Tendered declared ineligible by the Government of Bangladesh are not eligible.
<u>B. Tender Document</u>	
ITT 8.1	<p>For clarification of Tender purposes only, the Purchaser's address is: Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: 02333301296, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com</p>
ITT 9.1	A Pre-Tender meeting shall not be held.
<u>C. Qualification Criteria</u>	
ITT 12.1(a)	The Tenderer shall have a minimum of (03) three years of overall experience in the supply of goods and related services.
ITT 12.1 (b)	The Manufacturer shall have a minimum of (03) three years specific experience in the supply of goods.
ITT 12.1 (c)	The minimum production capacity or availability of equipment is/are: At least 50.00 Tons per month.
ITT 13.1(a)	N/A.
ITT 13.1(b)	For minimum amount of liquid asset or working capital or credit facility is 100% of quoted price; supported with a Bank Solvency Certificate:
<u>D. Preparation of Tender</u>	
ITT 16.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.
ITT 17.1(j)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <ul style="list-style-type: none"> i) Original written confirmation authorizing the signatory of the Tender: ii) Total monetary value of supply and related services for each of the last 3 years evidence by acceptable supply certificate. iii) Reports on the financial standing of the Tenderer, such as profit loss statements and corresponding auditor's report for the last 3 years iv) Articles of incorporation or Registration of Firm when applicable and as per tender document. v) 03 no. end user Performance certificate of last 3 (Three) years.
Contd..... 14.	

	vi) Factory/mill Test/Quality Certificate. vii) List of test equipments. viii) Valid ISO certificate of Manufacturer. ix) Up to date Trade Licence, Bank Solvency Certificate, VAT Registration Certificate and Income Tax clearance Certificate should be submitted (If applicable) x) Calibration certificate of the test equipment is N/A. xi) Original colour printed Catalogue/Brochure. xii) Manufacturer's authorization certificate
ITT 19.1	Alternative Tenders will not be permitted.
ITT 20.3	Tenders are being invited for a single lot/ more than one lot.
ITT 20.4	The Tenderer shall submit prices for the following incidental services: as stated in Price schedule of Goods (G-2)
ITT 21.2	Name of the foreign currency: USD or GBP or Euro or JPY
ITT 22.2	Manufacturer's Authorisation Letter is required for all the items listed in Section 6: Schedule of Requirements.
ITT 26.1	The Tender validity period shall be 60 days from the date of tender opening.
ITT 27.1	The amount of the Tender Security shall be USD –250
ITT 28.1	In addition to the 01(one) Original of the Tender & 01 (one) Duplicate copy shall be submitted.
<u>E- Submission of Tender</u>	
ITT 29.2(b)	The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: 02333301296, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com The deadline for submission of Tenders is: [As specified in the Tender Notice]
ITT 29.2(c)	The inner and outer envelope shall bear the following additional identification marks: <ol style="list-style-type: none"> 1) Tender No. & Date 2) Brief Description of the materials. 3) Name & Address of the Purchaser. 4) Name & Address of the Tenderer.
<u>F-Opening and Evaluation of Tenders</u>	
ITT 33.1	The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: 02333301296, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com On Time & Date: [As specified in the Tender Notice]
ITT 42.3	The applicable economic factors for evaluation shall be as follows: "None"
ITT 42.4(a)	The following quantification methods shall be applied. Evaluation shall be done on the basis of total price. Accordingly award will be given to the lowest responsive tendered. Adjustment expressed as a percentage: a rate of zero point five percent (0.5) per week but not exceeding 10% of the contract price.

G - Award of Contract

ITT 48.1	The maximum percentage by which quantities per item may be increased is 10% . According to necessity and approval of competent authority. The maximum percentage by which quantities per item may be decreased is 10% . According to necessity and approval of competent authority.
ITT 50.1	Successful tendered shall be required to furnish a performance bond covering 10% (ten per cent) of total CFR value in form of an unconditional Bank Guarantee executed by any scheduled Bank of Bangladesh as per proforma enclosed. The performance Guarantee shall have to be valid for a period covering minimum 120 calendar days beyond the date of shipment of the goods. Performance bond must be furnished within 14 (Fourteen) days from the date of Notification of Award and as per terms stipulated thereon. Performance bond shall be enchased if the supplier fails to supply the goods in time or commits any breach of contract. Should the suppliers be adjudged insolvent the purchaser shall have the right to terminate the contract and forfeit the performance Guarantee submitted against the contract.
ITT 53.2	The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram, Bangladesh.

SECTION – 3

General Conditions of Contract

1. Definitions:

- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) Completion Schedule means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) Contract Agreement means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (c) Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto;
 - (d) Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;
 - (e) Day means calendar day;
 - (f) Delivery means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
 - (g) GCC mean the General Conditions of Contract;
 - (h) Goods means all of the commodities, raw materials, machineries and equipments, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Purchaser under the Contract, as specified in the PCC;
 - (i) Government means the Government of the People’s Republic of Bangladesh;
 - (j) Purchaser means the entity purchasing the Goods and Related Services, as specified in the PCC;
 - (k) Related Services means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
 - (l) PCC means the Particular Conditions of Contract;
 - (m) Subcontractor means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract;
 - (n) Supplier means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the PCC and the Contract Agreement, and includes the legal successors or permitted assigns of the Supplier;
 - (o) Writing means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

2. Contract Documents:

- 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices:

- 3.1 The company requires that Purchasers, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under company’s funds.

4. Interpretation:

4.1 Amendment:

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

4.2 Partial Supply:

- (a) If partial supply is specified in the Schedule of Requirements, references in the GCC to the Supply and to the Delivery Date shall apply to any portion of the Supply (other than references to the Completion Date for the whole of the Supply).

5. Documents Forming the Contract and Priority of Documents:

- 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the signed Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tendered;
 - (d) the completed Price Schedules as submitted by the Tendered;
 - (e) the Particular Conditions of Contract;

- (f) the General Conditions of Contract;
- (g) the Schedule of Requirements;
- (h) the Technical Specifications;
- (i) the Drawings, and;
- (j) Any other document listed in the PCC as forming part of the Contract.

6. Eligibility:

- 6.1 The Supplier and its Sub-Contractors shall have the nationality of a country other than those specified in the PCC.
- 6.2 All Goods and Related Services supplied under the Contract shall have their origin in the countries except those specified in the PCC.

7. Governing Language:

- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in English, unless otherwise stated in the PCC. 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, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Governing Law:

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

9. Gratuities/Agency fees:

- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.

10. Joint Venture, Consortium or Association (JVCA):

- 10.1 Deleted.

11. Confidential Information:

- 11.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-contractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 11.
- 11.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
 - (a) The Purchaser or Supplier needs to share with institutions participating in the financing of the Contract;
 - (b) Now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract.

12. Communications and Notices:

- 12.1 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.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

13. Patent and Intellectual Property Rights:

- 13.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 13.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property rights registered or otherwise existing at the date of the Contract by reason of:
- (a) The installation of the Goods by the Supplier or the use of the Goods in Bangladesh; and
 - (b) The sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 13.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 13.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 13.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 13.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 13.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

14. Copyright:

- 14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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. Assignment:

- 15.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser's prior written consent.

16. Sub contracting:

- 16.1 The Supplier shall obtain approval of the Purchaser in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 16.2 Subcontractors shall comply with the provisions of GCC Clause 3.

17. Supplier's Responsibleleitis:

- 17.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply in conformity in all respects with the provisions of the Contract Agreement.

18. Purchaser's Responsibleleitis:

- 18.1 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

19. Scope of Supply:

- 19.1 The Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.
- 19.2 Unless otherwise stipulated in the Contract, the 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 of the Goods and completion schedule of the Related Services as if such items were expressly mentioned in the Contract.

20. Change Orders and Contract Amendments:

- 20.1 The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 12, 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 furnished under the Contract are to be specifically manufactured for the Purchaser provided such changes do not materially affect the scope of supply;

- (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 20.2 If any such change 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/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.
- 20.3 Prices to be charged by the Supplier for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

21. Packing and Documents:

- 21.1 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. During transit, 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.
- 21.2 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, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Purchaser.

22. Delivery and Documents and Acceptance:

- 22.1 Subject of GCC Sub-clause 20.01, 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.
- 22.2 The 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.

23. Contract Price:

- 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 23.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in the PCC.

24. Transportation:

- 24.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Bangladesh, defined as the Site, transport to such place of destination including insurance, and other incidental costs, and temporary storage, if any, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

25. Spare Parts:

- 25.1 Not Applicable.

26. Terms of Payment:

- 26.1 The Contract Price, including any Advance Payments, if applicable, shall be in the manner as specified in the PCC.
- 26.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 22 and upon fulfilment of any other obligations stipulated in the Contract.
- 26.3 The Purchaser shall make payments promptly and indicated in the PCC.

27. Insurance:

- 27.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the PCC.

28. Taxes and Duties:

- 28.1 Supplier/Tendered shall be entirely responsible for all taxes, stamp duties, license fees, all Forwarding & Transportation and other cost such levies imposed outside the purchaser's country.
- 28.2 Customs & Import duties and all other Taxes payable directly to the Government of Bangladesh on account of import material and equipment will be paid by the purchaser.

29. Performance Security:

- 29.1 In the case of Goods having warranty obligations the Performance Security shall be reduced to the amount specified in the PCC after delivery and acceptance of the Goods to cover the Supplier's warranty obligations in accordance with GCC Sub-Clause 32.3.

- 29.2 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 29.3 The Purchaser 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 Purchaser has notified him that he is; and
 - (b) The Supplier has not paid an amount due to the Purchaser.
- 29.4 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Purchaser may forfeit the full amount of the Performance Security.
- 29.5 If there is no reason to call the Performance Security, it shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

30. Specifications and Standards:

- 30.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- 30.2 The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section-8: Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 30.3 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 Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 20.

31. Inspections:

- 31.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services.
- 31.2 The inspections and tests shall be conducted at the Eastern Cables Limited premises or in another place in Bangladesh if required. The contractor shall be furnished all drawings and production data to the inspectors at no cost to the Purchaser.
- 31.3 The Purchaser or its designated representative and supplier representative shall be entitled to attend the tests and/or inspections.
- 31.4 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 31.5 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice. If the goods are rejected by the purchaser, the supplier will replace or rectify the rejected Goods or parts thereof within 28 days upon issuing the notice by the purchaser.

32. Warranty:

- 32.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 32.2 Subject to GCC Sub-Clause 30.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.
- 32.3 Unless otherwise specified in the PCC, the warranty shall remain valid for Eighteen (18) months after supplied the Goods, or 12 (Twelve) month after installation, testing and commissioning of goods, which comes earlier.
- 32.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 32.5 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 Purchaser.
- 32.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

33. Extensions of Time:

- 33.1 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 pursuant to GCC Clause 22, the Supplier shall promptly notify the Purchaser in writing of the delay, it's likely duration, and

its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

34. Liquidated Damages:

- 34.1 Except as provided under GCC Clause 37, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of.
- 34.2 Delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 38.

35. Limitation of Liability:

- 35.1 Except in cases of criminal negligence or wilful misconduct,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, 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 Purchaser.
- (b) The aggregate liability of the Supplier to the Purchaser, 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 Purchaser with respect to patent infringement.

36. Change in Laws and Regulations:

- 36.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 23.

37. Force Majeure:

- 37.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 37.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 37.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

38. Termination:

38.1 Termination for Default:

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, may terminate the Contract in whole or in part:
- (i) If 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 Purchaser pursuant to GCC Clause 33; or,
- (ii) If the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 38.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

38.2 Termination for Insolvency:

- (a) The Purchaser and the Supplier's may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event,

termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

38.3 **Termination for Convenience:**

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

39. Settlement of Disputes:

39.1 **Amicable Settlement :**

- (a) The Purchaser 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.

39.2 **Arbitration:**

- (a) If the Parties are unable to reach a settlement as per GCC Clause 39.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 39.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC

Section – 4
Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1 (h)	The nature of the goods to be supplied are: Supply of Nylon Semi-Conducting Tape
GCC 1.1(j)	<u>The Purchaser is Eastern Cables Limited:</u> <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram, Bangladesh.
GCC 1.1(n)	The Supplier is : Name, address, and name of authorized representative (To be filed by the Tendered)
GCC 5.1(j)	The following documents shall also be part of the Contract: As stated in the Tender Document.
GCC 6.1	Suppliers and Sub-contractors from the following countries are not eligible: Israel
GCC 6.2	Goods and Related Services from the following countries are not eligible: Israel
GCC 7.1	Routine correspondence between the parties may be in Bengali or English
GCC 12.1	<u>For notices, the Purchaser's contact details shall be:</u> <u>Attention:</u> The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram, Bangladesh. FAX : +88-02333301292 Telephone : +88-02333301296 E-mail : purchase.easterncables@gmail.com
	For <u>notices</u> , the Supplier's contact details shall be: (To be filled by the Tendered) <u>Attention:</u> <u>Address:</u> <u>Telephone:</u> <u>Fax number:</u> <u>Electronic mail address:</u>
GCC 21.2	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. Contract Number b. Name and address of Purchaser c. Country of origin d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of the content Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral. Additional marking and documentation within and outside the packages shall be: [Note: Arrow/Umbrella/Cup etc. shall be printed on the box to indicate upside of the box]

GCC 22.2	<p>Eastern Cables Limited reserves the right to cancel without informing the supplier or principals, any or all items not shipped within the specified delivery period and to purchase the same from any other source at the risk and expense of the supplier.</p> <p>The supplier will inform to purchaser before shipment the goods. Upon shipment, the supplier shall notify the purchaser and the insurance company by mail/Courier/Fax full details of the shipment including purchase order no./contract number, description of goods, quantity, the vessel, the bill of lading number, land date, port of loading, date of shipment, port of discharges, etc. The supplier shall mail the following documents to the purchaser, with a copy to insurance company. The documents to be provided are as follows:</p> <ol style="list-style-type: none"> (1) 6 (Six) copies of the Supplier's invoice showing goods description, quantity, unit price total amount. (2) 01 (one) original and 08 (Eight) copies of the Negotiable clean on board bill of lading marked freight prepaid and shipping documents and 08 (Eight) copies of non-negotiable bill of lading. (3) Packing list identifying contents of each package(six copies). (4) Insurance certificate (if applicable). (5) Manufacturer's warranty, supplier guarantee certificate stating quality, quantity and genuineness of goods. (6) Inspection certificate, issued by the nominated inspection Agency and the Manufacturer/factory inspection report. (7) Certificate of origin issued by the chamber of commerce or any other similar Institution mentioning origins of goods, including the manufacturer of the materials shipped. (8) Mill Test/Quality Certificate shall be provided. <p>The above documents shall be made available to the purchaser after shipment of (within 3 days) goods and if not received, the supplier will be responsible for any consequent expenses. The supplier shall ensure that the documents to be sent are free from any discrepancy. In case of any discrepancy in the document, 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 sets of documents shall be original, signed by the Local agent/Supplier. The commercial invoice is to show material values plus freight & insurance.</p> <p><u>SHIPPING DOCUMENTS:</u></p> <p>The shipping documents described above shall be received by the Eastern Cables Limited at the latest one week before arrival of cargoes at the port of destination. The number of shipping documents shall be supplied are as follows:</p> <ol style="list-style-type: none"> 1. Managing Director, Eastern Cables Limited, Patenga, Chattogram. 2. Head of Purchase, Eastern Cables Limited, Patenga, Chattogram. 3. Head of Accounts, Eastern Cables Limited, Patenga, Chattogram.
GCC 23.1	Not applicable
GCC 26.1	Not applicable

GCC 26.2	<p>Payment shall be made to the Tenderer under the terms and conditions of irrevocable letter of credit.</p> <p>I) 100 % Payment shall be arranged in favour of the beneficiary against full shipment through irrevocable letter of credit at sight under Cash/Upas/Credit/ grant or any untied source. The letter of credit shall be negotiable on presentation of the following documents:</p> <p>a) Complete set of original ‘Clean on Board’ Bill of Lading marked ‘freight pre-paid.</p> <p>b) Supplier’s invoice signed in ink.</p> <p>c) Buyer’s authorized pre-shipment inspection agent’s certificate.</p> <p>d) Shipment advice for insurance cover. e)Supplier’s guarantee certificate.</p> <p>e) Certificate of Origin from chamber of commerce. g)Mill test certificate.</p> <p>f) Certificate showing that the material has been shipped in a non-Israel flag vessel.</p> <p>g) Freight memo showing freight “pre-paid”.</p> <p>h) Bill of Exchange.</p> <p>i) Shipping Advice.</p> <p>II) Bank charges in Bangladesh for opening of the Letter of Credit shall be borne by the buyer & outside of Bangladesh shall be seller’s account. Any Bank changes for revalidation of amendment of the Letter of Credit on the request of the supplier shall be exclusively borne by the beneficiary and not by the buyer. However, amendments required due to any delay/lapse on the part of the buyer will be at buyer’s cost.</p> <p>III) All Bank charges outside of Bangladesh including Bank charges for Withdrawal against letter of credit established by the buyer shall be borne by seller.</p> <p>IV) Confirmation of letter of credit by foreign Bank(s) will not be entertained Trans Shipment of materials will not be allowed. However, under extra ordinary any circumstances this condition may be relaxed subject to the following condition:</p> <p>a) Total voyage period, the consignment will take to reach Chittagong Port must be indicated in the offer.</p> <p>b) Confirmation certificate from the transshipment port authority regarding transshipment shall be a part of negotiable documents.</p> <p>c) The document shall be negotiable after 7 days from the date of shipment.</p> <p>V) The Contract shall come into force after opening of L/C.</p> <p>VI) This document is the integral part of this contract.</p> <p>VII) Local agent’s commission will be paid equivalent Bangladeshi Currency (taka) on Submission of Bills in triplicate supported by copies of non-negotiable shipping documents and clean M.R.R to be issued by the buyer at the exchange rate, which the bill of exchanges is negotiated.</p> <p>VIII) Custom clearance (C&F agency) cost is on Purchaser account. Inland transportation and Custom clearance (C&F agency) cost will be paid after receipt of goods at Eastern Cables Limited, Chattogram store with R & I report.</p>
GCC 27	<p><u>Customs duties, Taxes, Insurance :</u></p> <p>Eastern cables Limited Shall bear the cost of insurance (from M/s. The Sadharan Bima Corporation, Sk. Mujib Road, Pathantooly, Chattogram, Bangladesh, Fax No. 880-31-720609) as well as pay all duties, VAT, taxes assessed by customs authority and payable to customs authority for import of the materials in Bangladesh.</p>
GCC 29	<p>The Performance Security/Guarantee shall not be withdrawn until the Warranty period ends.</p>

GCC 31.	<p><u>The inspections and tests shall be as follows:</u></p> <ul style="list-style-type: none"> i) The buyer reserves the right to have the stores inspected before shipment by any agency of their choice. In that case inspection charges will be borne by the buyer. The name of inspecting agency will be intimated at the time placement of purchase order. The supplier will be liable to pay any expense for rejected stores and also for such inspection which will become payable to the inspector (s) due to multiple intervention/visits and or fruitless visit at the call of and to suit the convenience of the supplier. The inspector (s) should be provided with all facilities and assistance (viz. labour, materials, electricity, fuel, stores, apparatus, instruments etc. as may be required) to carry out his Job smoothly and without interference. The provision laid down above do not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of destination/buyer's warehouse at buyer's cost. ii) If any deviation/discrepancy(ies) is found during inspection against our contract or purchase order specification, instantly have to inform us by mail. iii) The PSI shall provide test reports to the purchaser duly signed by the PSI Company just after the inspection(within few hours of inspection) days after completion of QAT. The purchaser will issue written instruction to the supplier to deliver the goods to the purchaser's designated stores against satisfactory test report. iv) No goods/equipment shall be packed, prepared for shipment or dismantled for the purpose of packing unless it has been tested and approved by PSI Company or tests have been waived and written instruction have been received from the Purchaser. v) If any dissimilarity is observed during post delivery inspection on receive goods in respect to pre-inspected goods, the purchaser has to right, not to receive the goods in the purchaser's store.
GCC 32.5	N/A
GCC 34.1	<ul style="list-style-type: none"> i) Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods any be realized from the supplier/contractor. ii) In specific cases when delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidity damage, not over one percent per week or part thereof on the value of the undelivered goods may be charged. iii) In case of delay in delivery beyond one hundred days for importable item (s) purchase order/contract may be cancelled in which case the performance Guarantee shall be forfeited. iv) On genuine reasons/grounds beyond the control of the suppliers/contractors, extension of delivery period may, however, be granted by the purchase approving authority without realization of any liquidated damage provided validity of their performance Guarantee covers such extension.
GCC 34.2	The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract price.
GCC 39.3(b)	<ul style="list-style-type: none"> i) The buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the order/contract. ii) If the buyer and the supplier have not been able to resolve the dispute under or in connection with the order/contract amicably through direct negotiation, the dispute may be referred to the award of a sole arbitrator to be agreed by the parties, failing which the same shall be referred to arbitration by 2 (two) arbitrators, one to be nominated by the buyer and the other by the supplier, or in the case of the said arbitrators not agreeing then, to the award of an Umpire to be appointed by arbitrators in writing before proceeding with reference, and the decision of the sole arbitrators or of the arbitrators in the event of their not agreeing with umpire appointed by them as the case maybe shall be final and binding on the parties. Provisions of arbitration Act 1940 and rules there under and any statutory modification thereof shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh.

Section-5

Tender and Contract Forms

Form	Title
	Tender Forms
G – 1	Tender Submission Sheet
G – 2	Price Schedule
G – 3	Specifications Submission Sheet
G – 4	Tenderer Information Sheet
G – 5	Manufacturer’s Authorisation Letter
G – 6	Bank Guarantee for Tender Security
	Contract Forms
G – 7	Notification of Award
G – 8	Contract Agreement
G – 9	Bank Guarantee for Performance Security

Tender Submission Sheet (Form- G 1)

Invitation for Tender No:

Date:

To:

Head of Purchase Department.
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh.

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

The total price of our Tender, excluding price reduction(s) is:

Insert value in figures..... (Insert value in words).....

If applicable under Instruction to Tenderers (ITT) Sub-Clause 20.3, and in case we are awarded a contract for the discounts / cross- discounts offered, and the methodology for its application is:

We undertake, if our Tender is accepted, to deliver the goods in [] (weeks /months/days) from the date of L/C opening, in accordance with the delivery schedule specified in the Schedule of Requirements.

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in the Tender Data Sheet is attached in the form of a [bank guarantee] valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet and valid for a period of 4(Four) months beyond the date of last Shipment date of the goods & obligations under the Contract, including any warranty. We declare that ourselves, and any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and that the goods and related services will also be supplied from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

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.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of
the Tenderer.

Date:

Price Schedule for Supply of Nylon Semi-Conducting Tape (Form-G2)

Lot No.	Description of Item	Quantity In MT	-	Total, CFR(C), Chattogram Port
1.	Supply of Nylon Semi-Conducting Tape.	1 M.T	Unit (FOB) Price	
Unit Freight=				
Commission(If any)=				
Grand Total, CFR(C), Chattogram Port=				

In words:

To be submitted:

1. Currency should be mentioned clearly.
2. Port of shipment & port of delivery should be mentioned clearly.

Signature of the tenderer with full address, date & seal

Specifications Submission and Compliance Sheet (Form G-3)

Specification of Nylon Semi-Conducting Tape:

Lot No.	Description of Item	Country of Origin	Manufacturer	Full technical specification and Standards
1	Supply of Nylon Semi-Conducting Tape.			

N.B.:

1. The Tenderer shall fill up above data in supporting with Manufacturer technical specification (signed), printed brochure and catalogue.

Signature of the Tenderer with full address, date & seal

Tendered Information Sheet (Form- G4)

Notes on Tenderer Information Sheet

The information to be filled in by Tenderers in the following pages will be used for purposes of verification of eligibility and qualification of the Tendered as provided for in relevant Clauses of the Instructions to Tenderers.

A. Individual Tenderers

1. General Information of the Tendered	
1.1	Tenderer's Legal Name
1.2	Tenderer's legal address in Country of Registration
1.3	Tenderer's legal status
	Proprietorship
	Partnership (Registered under the Partnership Act, 1932)
	Limited Liability Concern (Registered under the Companies Act, 1913)
	Others
1.4	Tenderer's Year of Registration
1.5	Tenderer's business status
	Manufacturer
	Local Agent/Distributor of a foreign Manufacturer
	Stockist
	Others
1.6	Tenderer's Authorised Representative Information
	Name
	Address
	Telephone/Fax Numbers
	e-mail address
1.7	Tenderer's Value Added Tax Registration Number
1.8	Tenderer's Income Tax Identification Number (TIN)
1.9	<p>Tendered to attach copies of the following documentation:</p> <ul style="list-style-type: none"> (a) Articles of Incorporation or Registration of firm. (b) Latest Income Tax Clearance Certificate (c) Latest VAT Registration Certificate (d) Original letter naming the person authorised to sign on behalf of the Tendered (e) Others (to be completed by the Purchaser if required)

2. Qualification Information of the Tenderer		
2.1	Number of years of overall experience of the Tendered in the supply of goods and related services:	
2.2	Number of years of specific experience of the Tendered in the supply of similar goods and related services:	
2.3	Total annual monetary value of similar goods supplied in each of the last five years.	
2.4	Available liquid assets	
2.5	Details of production capacity/ equipment available:	
2.6	Major supplies of similar type of Goods over the last Three years. Also list details of supplies of similar type of Goods under way or committed, including expected delivery date.	
3. Financial Information of the Tendered		
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.	
3.2	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer	
3.3	Information on litigation in which the Tendered is, or has been, involved:	
	(a) Any case within the past Three years	
	Cause of Dispute	Result of Settlement and amount involved.
	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case
Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.		

Manufacturer's Authorisation Letter (Form G - 5)

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,

Bangladesh

Attention:

(Head of Purchase Department)

WHEREAS, we [name and address of manufacturer] are reputable manufacturers having factories at [list of places of factories].

THEREFORE, we do hereby:

1. Authorise [name of Tendered to submit a Tender in response to the Invitation for Tenders indicated above, the purpose of which is to provide the following Goods, [description of goods], manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and
2. Extend our full guarantee and warranty in accordance with GCC Clause 32, with respect to the Goods offered in the Tender.

Signed

In the capacity of:

Duly authorised to sign the authorisation for and

on behalf of

[name of manufacturer]

Date:

Bank Guarantee for Tender Security (Form-G6)

[This is the format for the Tender Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 27]

To:

Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh

Attention:

Head of Purchase Department

Bank Guarantee No.

Issuing Date:

Amount:

Expiry Date:

Issued on Request of :

(Supplier's Name & Address)

TENDER GUARANTEE NO:

We have been informed that [name of Tendered] (hereinafter called "the Tendered") to you its Tender dated [date of Tender] (hereinafter called "the Tender") for the supply of [description of goods and related services] under the above Invitation for Tenders (hereinafter called "the IFT").

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

At the request of the Tendered, we [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Tk. [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Tendered is in breach of its obligation(s) under the Tender conditions, because the Tendered.

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tendered in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity,
 - (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form, This guarantee will expire if:
 - (a) the Tendered is the successful Tendered, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tendered as issued by you; or
 - (b) If the Tendered is not the successful Tendered, twenty eight days after the expiration of the Tenderer's Tender, being [date of expiration of the Tender].

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

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Notification of Award (Form-G7)

To:

This is to notify you that your Tender dated [insert date] for the Supply/execution of the Works for [name of project/Contract] for the Contract Price of Taka [amount in figures and words], as corrected and modified in accordance with the Instructions to Tenderers, has been approved by [name of Employer/Procuring Entity].

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) days of its issuance pursuant to ITT clause 49
- ii. furnish a Performance Security in the specified format and in the amount of Tk. [state amount in figures and words] within (14) fourteen days of issuance of this letter, in accordance with ITT clause 50
- iii. signing the Contract Agreement within twenty-one (28) days, in accordance with ITT clause 51

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

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

Signed

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

Date:

Contract Agreement (Form-G8)

THIS AGREEMENT made the [day] day of [month][year] between [name and address of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name and address of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, [brief description of goods and related services] and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka [Contract Price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
 2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Form of Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tendered;
 - (d) the completed Price Schedules as submitted by the Tendered;
 - (e) the Particular Conditions of Contract;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications and
 - (i) Any other document listed in the PCC as forming part of the Contract.
 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence of
Name

Bank Guarantee for Performance Security (Form G-9)

[This is the format for the Performance Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 50]

Notification of Award No.

Date:

To:
Eastern Cables Limited
North Patenga, Chattogram-4204,
Bangladesh.

Attention:
Head of Purchase Department

Performance Guarantee No.
Issuing Date:
Amount:
Expiry Date:
Issued on Request of :
(Supplier's Name & Address)

PERFORMANCEGUARANTEE NO:

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

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

At the request of the Supplier, we [name of bank & address with phone no.] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

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

Signature.

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Section-6

Schedule of Requirements

Supply of Nylon Semi-Conducting Tape of as per attached specification.

Lot No.	Description of Item	Quantity	Point of delivery	Completion time
1	Supply of Nylon Semi-Conducting Tape.	1 MT	CFR© Chattogram port.	<u>SHIPMENT PERIOD</u> Within 45 days after opening of L/C.

Name of Tenderer:

Signature of Tenderer:

Date:

Section-7
SPECIFICATION OF NYLON SEMI CONDUCTING TAPE
QUANTITY : 1 M.T

A semi conducting tape consisting of a nylon substrate evenly coated on both sides with a vulcanized semi conducting acrylic compound.

- | | | | |
|----|------------------------------|---|-------------------------|
| 1. | Core Inside Diameter | : | 75mm. |
| 2. | Core outside Diameter | : | 400mm (Max). |
| 3. | Thickness | : | 0.1mm ± 0.02mm. |
| 4. | Width | : | 50mm. |
| 5. | Volume Resistivity | : | 100 chm-cm (Max) |
| 6. | Ultimate Elongation | : | 20% |

SAMPLE: Minimum 5m length to be submitted by the new Bidders/suppliers along with the Offer. If the material has not been earlier used or tested for acceptance by ECL. The sample submit at least 7(seven) working days from the date of Tender opening.

PACKING: The Materials should be supplied suitably packed to withstand the rigours of Transportation and handling.

The bidder's shall have to submit the following documents at the time of submission of quotation:

1. **Full technical Specifications and details.**
2. **Technical literature.**
3. **Mill Test Certificate.**
4. **Manufacturer's Certificate confirming the tender specification.**
5. **Information about supply records for last three years.**
6. **Principal/Manufacturer Bank Details for Opening L/C**
7. **Principal/Manufacturer e-mail address.**

Name of Tenderer:

Signature of Tenderer:

Date:

Section - 8

Guaranteed Technical Particulars (GTP) For

Supply of Nylon Semi-Conducting Tape.

(To be filled up by the Manufacturer in Manufacturer Letterhead pad, otherwise the bid shall be rejected)

Sl No.	Description	Unit	ECL Requirement	Bidder's Guaranteed Data
01	Manufacturer's Name & Address		To be mentioned	
02	Model/Brand Name		To be mentioned	
03	Country of Origin		To be mentioned	
04	Year of Manufacture		To be mentioned	
05	Reference Standard		To be mentioned	

[The Tenderer should complete all the columns as required]

Signature:

Name & Designation of tenderer

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

Signature

Name and Designation of Manufacturer

NOTE:

EASTERN CABLES LIMITED IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

**INTERNATIONAL TENDER ENQUIRY FOR
PROCUREMENT OF PARAFFIN WAX, QUANTITY- 3 M.T**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F- 305 DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45 AM**



EASTERN CABLES LIMITED

(An Enterprise of Bangladesh Steel & Engineering Corporation)

North Patenga, Chattogram-4204, Bangladesh.

Telephone No: 02333301291, 02333301296,

Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com

[ISO 9001:2015 CERTIFIED COMPANY]

EASTERN CABLES LIMITED

COST OF TENDER DOCUMENTS TK. 1,000.00 PER SET (NON-REFUNDABLE)

**TENDER DOCUMENTS FOR PROCUREMENT OF PARAFFIN WAX,
QUANTITY: 3 M.T UNDER CASH/UPAS/CREDIT/GRANT/OR ANY UNTIED SOURCE.**

**N.B: ANY CONDITIONAL OFFER SHALL NOT BE ACCEPTED. SO, THE BIDDERS MUST
SUBMIT THEIR QUOTATIONS/BIDS FULLY COMPLYING THE TENDER TERMS
QUOTATIONS/BIDS ANY DEVIATION FROM THE TENDER TERMS & CONDITIONS
SHALL BE TREATED AS NON-RESPONSIVE.**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F-305 DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45 AM**

**N.B: IN CASE OF HARTAL, STRIKE, ANY HOLIDAY DECLARED BY THE GOVT. OR ANY
UNAVOIDABLE CIRCUMSTANCES THE TENDER WILL BE RECEIVED & OPENED NEXT
NORMAL WORKING DAY AS PER SCHEDULE TIME AS MENTIONED ABOVE**

**EASTERN CABLES LIMITED**

North Patenga, Chattogram, Bangladesh

Invitation for International Tender Notice (OTM) for following items

01.	Ministry		Ministry of Industries.			
02.	Name of Agency		Bangladesh Steel & Engineering Corporation, Dhaka.			
03.	Procuring Entity Name		Eastern Cables Limited, North Patenga, Chattogram.			
04.	S/L	Name of Procurement	Reference No. & Date	Cost of Tender Documents	Tender Security	Tender Receiving and Opening Date and Time.
	4.1	Antimony Tri-Oxide Quantity : 500 Kgs.	EC /PUR/F-301 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	Date: 24.11.2022 Receiving on 11.30 AM Opening on 11.45 AM
	4.2	Dibasic Lead Phthalate (Naftovin T-80) Quantity : 3 M.T	EC/PUR/F-302 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.3	Pigment (Red) & Pigment (Yellow) Quantity : 500 Kgs & 200 Kgs.	EC/PUR/F-303 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.4	Soot Paste Quantity : 5 M.T	EC/PUR/F-304 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
	4.5	Paraffin Wax Quantity- 3 M.T	EC/PUR/F-305 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	
	4.6	Gummed Cotton Tape Quantity- 2 M.T (1500 Kgs, 50mm & 500 Kgs, 30mm)	EC/PUR/F-306 dated: 22.10.2022	Taka- 1,000.00	USD - 600.00	
	4.7	Nylon Conducting Tape Quantity- 1 M.T Width: 50mm	EC/PUR/F-307 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
05.	Budget and source of Funds		Own			
06.	Tender Last Selling Date		Dated: 23.11.2022			
07.	Selling of Tender Documents		1. Cash section, Controller of Accounts, BSEC Bhaban, Dhaka-1215. 2. Cash section, Head of Accounts, ECL, Chattogram.			
08.	Place of Receiving & Opening Tender Document		Eastern Cables Limited Share Office, BSEC Bhaban (4th floor), 102 Kazi Nazrul Islam Avenue, Dhaka-1215, Bangladesh.			
09.	Eligibility of Tenderer		As per Tender documents.			
10.	Brief Description of Goods		As per Tender documents specification.			
11.	Location of Delivery and Appointment		CFR© Chattogram Port.			
12.	Name of Official Inviting Tender		Head of Purchase Department			
13.	Designation of Official Inviting Tender		Engineer (Mechanical)			
14.	Address of Official Inviting Tender		Eastern Cables Limited, Patenga, Chattogram.			
						(Md. Golam Hidher) Engineer (Mechanical) Head of Purchase Department

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SECTION - 1

Instructions to Tenderers

A.General

1. Scope of Tender:

- 1.1 The Purchaser, as indicated in the Tender Data Sheet (TDS), issues this Tender Document for the supply of Goods, and Related Services 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 will be required to complete the delivery of the goods and related services (when applicable) as specified in the Particular Conditions of Contract (PCC).
- 1.3 **Throughout this Tender Document:**
 - (a) The term “in writing” means communicated in written form with proof of receipt.
 - (b) If the context so requires, singular means plural and vice versa.and
 - (c) “Day” means calendar day.

2. Source of Fund:

- 2.1 Companies Own Fund.

3. Corrupt, Fraudulent, Collusive or Coercive Practices:

- 3.1 The company requires that Purchase, as Tenderers and Suppliers shall observe the highest standard of ethics during the Implementation of procurement proceedings and the execution of contracts under company funds.
- 3.2 In pursuance of this requirement, the Purchaser shall:
 - (a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Tendered ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under companies funds;If it, at any time, determines that the Tendered has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under company funds.
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tendered to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tendered and the Purchaser related to matters of alleged fraud or corruption shall be in writing.
- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:-
 - (a) “corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
 - (c) “collusive practice” means a scheme of arrangement among two or more Tenderers, with or without the knowledge of the Purchaser (prior to or after Tender submission), designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
 - (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- 3.5 The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 38.1(c).
- 3.6 The Government requires that the Purchaser’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Tenderers:

- 4.1 This Invitation for Tender is open to eligible Tenderers from all countries, except for any specified in the TDS.
- 4.2 A 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 Purchaser.
- 4.1 The Tenderer shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause.

- 4.2 The Tenderer with a consistent history of litigation or a number of arbitration awards against it shall not be eligible to Tender. The Tendered shall supply the information requested in Para 3.3 of the Tenderer Information Sheet (Form G-4).
- 4.3 The Tenderer shall have the legal capacity to enter into the contract.
- 4.4 The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.5 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

5. Eligible Goods and Related Services:

- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.
- 5.3 The origin of goods and services is distinct from the nationality of the Tenderer.

6. Site Visit:

- 6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Tendered, 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.
- 6.2 The Tenderer should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 6.3 The costs of visiting the Site shall be at the Tenderer’s own expense.

B. Tender Document

7. Tender Document: Sections:

- 7.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.
 Instructions to Tenderers (ITT).
 Tender Data Sheet(TDS)
 General Conditions of Contract (GCC).
 Particular Condition of Contract(PCC)
 Tender and Contract Forms.
 Schedule of Requirements.
 Technical Specifications & Drawing.
- 7.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.
- 7.3 The Tendered is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.

8. Tender Document: Clarification :

- 8.1 prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the TDS. The Purchaser will respond in writing to any request for clarification received no later than seven (07) days prior to the deadline for submission of Tenders.
- 8.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 8.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 10 and ITT Sub-Clause 30.3.

9. Tender Document Pre-Tender Meeting:

- 9.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.
- 9.2 The Tenderer is requested to submit any questions in writing so as to reach the Purchaser not later than five (5) days prior to the date of the meeting.
- 9.3 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 seven (7) days to all those who purchased the Tender Document. Any modification to the Tender Document listed in ITT Sub-Clause 7.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Amendment pursuant to ITT Clause 10 and not through the minutes of the pre-Tender meeting.
- 9.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tendered.

10. Tender Document: Amendment:

- 10.1 At any time prior to the deadline for submission of Tenders, the Purchaser for any reason, on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
- 10.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 10.3 To give a prospective Tendered reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 30.3. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Purchaser, if so requested by a substantial number of Tenderers.

C. Qualification Criteria

11. General Criteria:

- 11.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience, reputation, and the personnel to perform the contract.
- 11.2 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tendered shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots

12. Experience Criteria:

- 12.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
 - A) A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;
 - B) The specific experience in the supplying of related goods and services as specified in the TDS;
 - C) a minimum production capacity or availability of equipment as specified in the TDS; and.
 - D) in case of a Tenderer offering to supply goods which the Tendered did not manufacture or otherwise produce, the Tendered has been duly authorized by the goods' manufacturer or producer to supply the goods.

13. Financial Criteria:

- 13.1 The Tenderer shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
 - A) The satisfactory completion of supply of goods of value stated in the TDS under a single contract in the last three years; and
 - B) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.

D. Tender Preparation

14. Tender: Only One:

- 14.1 A Tenderer shall submit only one (1) Tender for each item, either individually. A Tendered who submits or participates in more than one (01) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.

15. Tender: Preparation Costs:

- 15.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

16. Tender: Language

- 16.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English or Bangla language, unless specified otherwise in the TDS. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 16.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

17. Tender: Contents of Tender:

- 17.1 The Tender prepared by the Tenderer shall comprise the following:
 - (a) The Tender Submission Sheet (Form G-1);
 - (b) The Price Schedule (Form G-2) completed in accordance with ITT Clauses 18, 20 and 21;

- (c) Original Tender Security (Form G-6) completed in accordance with ITT Clause 27;
- (d) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 18;
- (e) Alternative Tenders, if permitted, in accordance with ITT Clause 19;
- (f) Written confirmation authorising the signatory of the Tender to commit the Tendered, in accordance with ITT Clause 28;
- (g) Documentary evidence in accordance with ITT Clause 22 establishing the Tenderer's eligibility to Tender, including the Tendered Information Sheet (Form G-4) and the Manufacturer's Authorisation Letter (Form G-5), when applicable;
- (h) Documentary evidence in accordance with ITT Clauses 23 and 37 that the Goods and Related Services are of eligible origin and conform to the Tender Document;
- (I) Documentary evidence in accordance with ITT Clause 24 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and Any other document as specified in the TDS.

18. Tender: Submission Sheet, Price Schedules and Specifications Submission Sheet:

- 18.1 The Tenderer shall submit the completed Tender Submission Sheet (Form G-1) as furnished in Section 5: Tender and Contract Forms. This document 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 non-responsive.
- 18.2 The Tenderer shall submit the completed Price Schedule for Goods and Related Services (Form G-2) as furnished in Section 5: Tender and Contract Forms.
- 18.3 The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section 5: Tender and Contract Forms.
- 18.4 All the documents mentioned in ITT clauses 18.1 to 18.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.

19. Tender: Alternatives:

- 19.1 Unless otherwise stated in the TDS, alternative Tenders shall not be considered.

20. Tender: Prices and Discounts:

- 20.1 The prices and discounts quoted by the Tenderer in the Tender Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 20.2 All items for each lot, as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). For any item listed in the Schedule of Requirements, but not shown in the Price Schedule, it shall be assumed that the item is not included in the Tender. For any item listed in the Schedule of Requirements, but shown un-priced in the Price Schedule, it shall be assumed that the price is included in the prices of other items. In all cases the Tender shall be evaluated in accordance with ITT Sub-Clause 20.3.
- 20.3 Tenders are being invited either for individual lots or for any combination of lots and prices quoted shall correspond to 100% of the items and quantities specified for each lot. If so indicated in the TDS Contracts may be awarded on a lot-by-lot basis and Tenderer's wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each lot or combination of lots.
- 20.4 The Tendered shall indicate on the Price Schedule (Form G-2) the unit prices (where applicable) and the total price of the lot it proposes to supply under the contract.

21. Tender: Currency:

- 21.1 For expenditure that will be incurred in Bangladesh, the Tendered shall quote the prices in Bangladesh Taka.
- 21.2 For expenditure that will be incurred outside Bangladesh, the Tendered may quote the prices in USD or GBP or EURO or JPY as specific in TDS.

22. Tendered Documents Establishing Eligibility:

- 22.1 The Tendered shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and, in particular, shall complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section 5: Tender and Contract Forms; and
- 22.2 If so specified in the TDS, a Tendered that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation Letter (Form G-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.

23. Goods and Related Services Documents Establishing Eligibility:

- 23.1 To establish the conformity of the Goods and Related Services to the Tender Document, the Tendered shall furnish as part of its Tender the documentary evidence that the goods conform to Section 7: Technical Specifications.

- 23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating the substantial responsiveness of the Goods and Related Services to those requirements of Section 7: Technical Specifications, and if applicable, a statement of deviations and exceptions. The Tendered shall note that standards for workmanship, material, and equipment as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards/ brand names, etc. in its tender provided that it demonstrates to the Purchaser's satisfaction that substitutions ensure substantial equivalence.

24. Tenderers: Documents Establishing Qualifications:

- 24.1 Tenderers shall submit documentary evidence to meet the qualification criteria specified in Sub-Section C, Qualification Criteria of the ITT.
- 24.2 Tenderers shall submit the Tendered Information Sheet (Form G-4) furnished in Section 5: Tender and Contract Forms.
- 24.1 Tenderers shall include the following information and documents with their Tenders:
- a) Total monetary value of similar goods supplied for each of the last three (3) years.
 - b) Details of major supplies of similar types of Goods over the last three (3) years, and clients who may be contacted for further information on those contracts;
 - c) Financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
 - d) Authority to seek references from the Tenderer's Bankers; and Information on past (3 years) litigation in which the Tendered has been involved or in which the Tendered is currently involved.

25. Tenderer: Disqualification:

- 25.1 The Purchaser shall disqualify a Tendered who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, the Purchaser may declare such a Tendered ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.
- 25.2 The Purchaser may disqualify a Tendered who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

26. Tender: Validity:

- 26.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by the Purchaser, pursuant to ITT Clause 30. A Tender valid for a shorter period shall reject by the Purchaser as non-responsive.
- 26.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 27, shall also be suitably extended promptly. If a Tendered 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 Tendered agreeing to the request will not be required or permitted to modify its Tender.

27. Tender: Security:

- 27.1 The Tendered shall furnish as part of its Tender, a Tender Security in original form (Form G-6) and in the amount specified in the TDS.
- 27.2 The Tender Security shall:
- a) At the Tenderer's option be either;
 - (i) in the form of a bank draft or pay order from schedule Bank in Bangladesh ; or
 - (ii) in the form of an irrevocable bank guarantee (Form G-6) issued by a Scheduled Bank in Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
 - b) Be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 27.5 being invoked; and
 - c) Remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under ITT Clause 26.2.
- 27.3 A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 27.2, shall be rejected by the Purchaser as non-responsive.
- 27.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 26.1 and 26.2. The Tender Security of the successful Tendered will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 51 and signing the Contract Agreement.
- 27.5 The Tender Security may be forfeited:
- (a) if a Tendered withdraws its Tender during the period of Tender validity specified by the Tendered on the Tender Submission Sheet, except as provided in ITT Sub-Clause 26.2; or

- (b) if the successful Tendered fails to:
 - (i) Accept the correction of its Tender Price pursuant to ITT Sub-Clause 39.2; or
 - (ii) Furnish a Performance Security in accordance with ITT Clause 50; or
 - (iii) Sign the Contract in accordance with ITT Clause 51.

28. Tender Format and Signing:

- 28.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 17.1 and clearly mark it “ORIGINAL”. In addition, the Tendered 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.
- 28.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tendered. This authorisation shall consist of a written authorisation and shall be attached to the Tendered Information Sheet (Form G-4). The name and position held by each person signing the authorisation 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 or initialled by the person signing the Tender.
- 28.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E. Tender Submission

29. Tender: Sealing and Marking:

- 29.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”, “TRIPLICATE”, “QUADRUPLICATE.” The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.
- 29.2 The inner and outer envelopes shall:
 - (a) Bear the name and address & sign of the Tendered;
 - (b) Be addressed to the Purchaser at the address specified in the TDS;
 - (c) Bear the name of the Tender and the Tender Number as specified in the TDS; and
 - (d) Bear a statement “DO NOT OPEN BEFORE” the time and date for Tender opening as specified in the TDS.
- 29.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 29.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

30. Tender: Submission Deadline:

- 30.1 Tenders must be received by the Purchaser at the address specified in ITT Sub-Clause 29.2 no later than the date and time as specified in the TDS.
- 30.2 Tenderers shall be delivered their tenders by hand registered mail or sent by courier as stated in TDS.
- 30.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 10, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

31. Tender: Submitted Late:

- 31.1 Any Tender received by the Purchaser after the deadline for submission of Tenders in accordance with ITT Clause 31 shall be declared late, will be rejected, and returned unopened to the Tendered.

32. Tender: Modification, Substitution or Withdrawal:

- 32.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 28.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
 - (a) submitted in accordance with ITT Clauses 28 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION” “SUBSTITUTION,” OR “WITHDRAWAL,” and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 30.
- 32.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 32.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 32.3 No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 30.

F.Tender Opening and Evaluation

33. Tender: Opening:

- 33.1 The Purchaser shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 32, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 32 shall not be opened. Tenderer or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a register evidencing their attendance.
- 33.2 The name of the Tendered, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts and alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Purchaser's Tender Opening Committee.
- 33.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tendered upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tendered and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 33.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tendered.
- 33.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tendered pursuant to ITT Clause 31.

34. Tender: Confidentiality:

- 34.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.

35. Tender: Clarification:

- 35.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 39.

36. Tendered Contacting the Purchaser:

- 36.1 Following the opening of the Tenders and until the Contract is signed no tendered shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 36.2 Any effort by a Tendered to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 36.3 Notwithstanding ITT Sub Clause 36.1, from the time of Tender opening to the time of Contract award, if any Tendered wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.

37. Tender: Responsiveness:

- 37.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 37.2 A substantially 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 performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Tendered presenting substantially responsive Tenders.
- 37.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.
- 37.4 There shall be no requirement as to the minimum number of responsive Tenders.

38. Tender: Non-conformities, Errors, and Omissions:

- 38.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 38.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submits 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 price of the Tender. Failure by the Tenderer to comply with the request may result in the rejection of its Tender.

39. Tender: Correction of Arithmetical Errors:

- 39.1 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 39.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-clause 39.1, is found it shall be immediately notified to the concerned Tenderer.
- 39.3 Any Tendered that does not accept the correction of errors as determined by the application of ITT Sub-clauses 39.1, its Tender shall be disqualified and its Tender Security may be forfeited.

40. Tender: Preliminary Examination:

- 40.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 17 has been provided, and to determine the completeness of each document submitted.
- 40.2 The Purchaser shall assess whether the Tenderer's Qualifications as per Section C are substantially met. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 41 and 42.

41. Tender: Technical Evaluation:

- 41.1 The Purchaser shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tenderer without any material deviation or reservation.
- 41.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 23, to confirm that all requirements specified in Section 7: Technical Specifications, have been met without any material deviation or reservation.
- 41.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 37, it shall reject the Tender.

42. Tender: Financial Evaluation:

- 42.1 The Purchaser shall thirdly evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 42.2 To evaluate a Tender, the Purchaser shall consider the following:
 - (a) The Tender price as quoted in accordance with ITT Clauses 18 and 20, excluding local taxes (VAT and other taxes) which will be payable on the goods if contract is awarded);
 - (b) Price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 39.1;
 - (c) The applicable economic factors of evaluation set out in ITT Sub-Clause 42.3.
- 42.3 42.3 The Purchaser's economic evaluation of a Tender will take into account, in addition to the delivered price offered in accordance with ITT Sub-Clause 18.1, one or more of the factors affecting the economic value of the Tender from the list below, as specified in the TDS, and as quantified in ITT Sub-Clause 42.5:
 - (a) The delivery schedule offered in the Tender; and
 - (b) The projected operating and maintenance costs during the anticipated life-cycle of the spare parts;
 - (c) The performance and productivity of the equipment offered; or
 - (d) any other specific criteria as specified in Section 7: Technical Specifications.
- 42.4 For those factors specified in ITT Sub Clause 42.4 which are selected to be considered in the evaluation of the Tenders, one or more of the following quantification methods shall be applied, as specified in the TDS.
 - (a) **Delivery schedule:**
 - (i) The goods covered under the IFT are required to be delivered at the time specified in Section 6: Schedule of Requirements. Treating the Tender with the earliest delivery as the base, a delivery

‘adjustment’ will be calculated for other Tenders for the purpose of evaluation, by applying a Percentage, as specified in the TDS, of the Tender price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.

or

- (ii) The goods covered under the IFT are required to be delivered within an acceptable range of weeks as specified in Section 6: Schedule of Requirements. No credit shall be allowed to earlier deliveries, and Tenders offering delivery beyond this range shall be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added, for the purpose of evaluation, to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in Section 6: Schedule of Requirements.

or

- (iii) The goods covered under the IFT are required to be delivered in partial shipments, as specified in Section 6: Schedule of Requirements. Tenders offering deliveries later than the specified deliveries will be adjusted for the purpose of evaluation by adding to the Tender price a factor equal to a percentage, as specified in the TDS, of the Tender price per week of variation from the specified delivery schedule.

- (b) Projected operating and maintenance costs:
Operating and maintenance costs of the goods will be evaluated in accordance with the criteria specified in the TDS or in Section 7: Technical Specifications.

- (c) Performance and productivity of the equipment:

- (i) Tenderer shall state the guaranteed performance or efficiency of their equipment offered in response to Section 7: Technical Specifications. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the TDS will be added to the Tender price for the purpose of evaluation, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in Section 8: Technical Specifications.

or

- (i) Equipment offered shall have a minimum productivity specified under the relevant provision in Section 7: Technical Specifications, to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender prices for the purpose of evaluation, using the methodology specified in Section 8: Technical Specifications.

- (d) Specific additional criteria:

Other specific additional criteria to be considered in the evaluation and the evaluation method to be used for such criteria shall be as specified in the TDS and/or Section 7: Technical Specifications.

43. Tender: No Negotiation:

43.1 No negotiation shall be held with the lowest or any other Tenderer.

43.2 A Tenderer shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender.

44. Tender: Comparison:

44.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 42.

45. Tenderers: Post-qualification :

45.1 The Purchaser shall determine to its satisfaction whether the Tendered that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.

45.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tendered, pursuant to ITT Clause 24, to clarifications in accordance with ITT Clause 35 and the qualification criteria indicated in ITT Clauses 11, 12 and 13. Factors not included therein shall not be used in the evaluation of the Tenderer’s qualification.

45.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tendered. A negative determination shall result in rejection of the Tenderer’s Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

46. Tenders: Purchaser’s Right to Accept or to Reject Any or All:

46.1 The Purchaser reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for the Purchaser’s actions.

G.Contract Award

47. Award Criteria:

- 47.1 The Purchaser shall award the Contract to the Tendered whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tendered is determined to be qualified to perform the Contract satisfactorily.

48. Purchaser's Right to Vary Quantities:

- 48.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

49. Notification of Award:

- 49.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tendered, in writing, that its Tender has been accepted.
- 49.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 49.3 The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

50. Performance Security:

- 50.1 Within Fourteen (28) days from the issuing of Notification of Award from the Purchaser, the successful Tenderer shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-9) furnished in Section 5: Tender and Contract Forms.
- 50.2 The Performance Security shall be valid 4(four) month beyond the date of last Shipment of the goods.
- 50.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

51. Contract: Signing:

- 51.1 At the same time as the Purchaser issues the Notification of Award to the successful Tendered for the Contract signing.
- 51.2 Twenty eight (28) days from the issuing of the Notification of Award the successful Tendered shall sign the Contract Agreement.
- 51.3 Failure of the successful Tendered to submit the Performance Security pursuant to ITT Clause 50 or sign the Contract pursuant to ITT Sub-Clause 51.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tendered at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.
- 51.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tendered, the Purchaser shall discharge and return the successful Tenderer's Tender Security.

52. Advising Unsuccessful Tendered:

- 52.1 Upon the successful Tendered furnishing Performance Security pursuant to ITT Clause 50, and signing the Contract pursuant to ITT Clause 51, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.
- 52.2 The Purchaser shall promptly respond in writing to any unsuccessful Tendered who, after notification in accordance with ITT Sub-Clause 52.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.

53. Tendered Right to complain:

- 53.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a branch of a duty imposed on the Purchaser by the Public Procurement Regulations (2008)
- 53.2 The complaint shall firstly be process through an administrative review following the procedures set act in Regulation of the PPR-2008. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS
- 53.3 If not satisfied with the outcome of the administrative review, the Tendered may complain to review Panel pursuant to Regulation of the PPR-2008.

SECTION – 2

Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics 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: Eastern Cables Limited. Representative: Head of Department. Attention Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u> , Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com
	The Name of the Tender is: Supply of Paraffin Wax.
ITT 4.1	Tenderer's from the following countries are not eligible: Israel
ITT 5.1	Goods will be supplied as per technical specification. Tendered declared ineligible by the Government of Bangladesh are not eligible.
ITT 6:	N/A.
B.Tender Document	
ITT 8.1	For clarification of Tender purposesonly, the Purchaser's address is: Attention Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u> , Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com
ITT 9.1	A Pre-Tender meeting shall not be held.
C.Qualification Criteria	
ITT 12.1(a)	The Tenderer shall have a minimum of (03) three years of overall experience in the supply of goods and related services.
ITT 12.1 (b)	The Manufacturer shall have a minimum of (03) three yearsspecific experience in the supply of aforesaid goods.
ITT 12.1 (c)	The minimum production capacity or availability of equipment is/are: At least 250.00 Tons per month.
ITT 13.1(a)	N/A.
ITT 13.1(b)	For minimum amount of liquid asset or working capital or credit facility is 100% of quoted price; supported with a Bank Solvency Certificate:
D. Preparation of Tender	
ITT 16.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.
ITT 17.1(j)	The Tendered shall submit with its Tender the following additional documents: i) Original written confirmation authorizing the signatory of the Tender: ii) Total monetary value of supply and related services for each of the last 3 years evidence by acceptable supply certificate iii) Reports on the financial standing of the Tendered, such as profit loss statements and corresponding auditor's report for the last 3 years iv) Articles of incorporation or Registration of Firm when applicable and as per tender document.

	<p>v) 03 no. End user Performance certificate of last 3 (Three) years.</p> <p>vi) Factory/mill Test/Quality Certificate.</p> <p>vii) List of test equipments.</p> <p>viii) Valid ISO certificate of Manufacturer.</p> <p>ix) Up to date Trade Licence, Bank Solvency Certificate, VAT Registration Certificate and Income Tax clearance Certificate should be submitted (If applicable)</p> <p>x) Calibration certificate of the test equipment is N/A.</p> <p>xi) Original colour printed Catalogue/Brochure.</p> <p>xii) Manufacturer's authorization certificate</p>
ITT 19.1	Alternative Tenders will not be permitted.
ITT 20.3	Tenders are being invited for a single lot/ more than one lot.
ITT 20.4	The Tenderer shall submit prices for the following incidental services: as stated in Price schedule of Goods (G-2)
ITT 21.2	Name of the foreign currency: USD or GBP or Euro or JPY.
ITT 22.2	Manufacturer's Authorisation Letter is required for all the items listed in Section 6: Schedule of Requirements.
ITT 26.1	The Tender validity period shall be 60 days from the date of tender opening.
ITT 27.1	The amount of the Tender Security shall be USD -200.00
ITT 28.1	In addition to the 01(one) Original of the Tender & 01 (one) copy shall be submitted.
<u>E. Submission of Tender</u>	
ITT 29.2(b)	<p>The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u>, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com The deadline for submission of Tenders is: [As specified in the Tender Notice]</p>
ITT 29.2(c)	<p>The inner and outer envelope shall bear the following additional identification marks:</p> <ol style="list-style-type: none"> 1) Tender No. & Date 2) Brief Description of the materials. 3) Name & Address of the Purchaser. 4) Name & Address of the Tenderer.
<u>F. Opening and Evaluation of Tenders</u>	
ITT 33.1	<p>The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u>, Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com On Time & Date: [As specified in the Tender Notice]</p>
ITT 42.3	The applicable economic factors for evaluation shall be as follows: "None"
	Contd..... 15.

ITT 42.4(a)	<p>The following quantification methods shall be applied. Evaluation shall be done on the basis of total price. Accordingly award will be given to the lowest responsive tendered. Adjustment expressed as a percentage: a rate of zero point five percent (0.5) per week but not exceeding 10% of the contract price.</p>
<u>G. Award of Contract</u>	
ITT 48.1	<p>The maximum percentage by which quantities per item may be increased is 10%. According to necessity and approval of competent authority. The maximum percentage by which quantities per item may be decreased is 10%. According to necessity and approval of competent authority.</p>
ITT 50.1	<p>The successful tenderer shall be required to furnish a performance bond covering 10% (ten per cent) of total CFR value or total value of the contract in form of an unconditional Bank Guarantee executed by any scheduled Bank of Bangladesh as per proforma enclosed. The performance Guarantee shall have to be valid for a period covering minimum 120 calendar days beyond the date of shipment/ delivery of the goods. Performance bond must be furnished within 14 (Fourteen) days from the date of issuance of Notification of award and as per terms stipulated thereon. Performance bond shall be enashed if the supplier fails to supply the goods in time or commits any breach of contract. Should the suppliers be adjudged insolvent the purchaser shall have the right to terminate the contract and forfeit the performance Guarantee submitted against the contract.</p>
ITT 53.2	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Limited North Patenga, Chattogram, Bangladesh.</p>

SECTION – 3

General Conditions of Contract

1. Definitions:

- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) **Contract Agreement** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
 - (d) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;
 - (e) **Day** means calendar day;
 - (f) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
 - (g) **GCC** mean the General Conditions of Contract;
 - (h) **Goods** means all of the commodities, raw materials, machineries and equipments, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Purchaser under the Contract, as specified in the PCC;
 - (i) **Government** means the Government of the People’s Republic of Bangladesh;
 - (j) **Purchaser** means the entity purchasing the Goods and Related Services, as specified in the PCC;
 - (k) **Related Services** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
 - (l) **PCC** means the Particular Conditions of Contract;
 - (m) **Subcontractor** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract;
 - (n) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the PCC and the Contract Agreement, and includes the legal successors or permitted assigns of the Supplier;
 - (o) **Writing** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

2. Contract Documents:

- 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices:

- 3.1 The company requires that Purchasers, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under company’s funds.

4. Interpretation:

- 4.1 Amendment
- (a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 4.2 Partial Supply
- (a) If partial supply is specified in the Schedule of Requirements, references in the GCC to the Supply and to the Delivery Date shall apply to any portion of the Supply (other than references to the Completion Date for the whole of the Supply).

5. Documents Forming the Contract and Priority of Documents:

- 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the signed Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tenderer;
 - (d) the completed Price Schedules as submitted by the Tendered;

- (e) the Particular Conditions of Contract;
- (f) the General Conditions of Contract;
- (g) the Schedule of Requirements;
- (h) the Technical Specifications;
- (i) the Drawings, and;
- (j) Any other document listed in the PCC as forming part of the Contract.

6. Eligibility:

- 6.1 The Supplier and its Sub-Contractors shall have the nationality of a country other than those specified in the PCC.
- 6.2 All Goods and Related Services supplied under the Contract shall have their origin in the countries except those specified in the PCC.

7. Governing Language:

- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in English, unless otherwise stated in the PCC. 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, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Governing Law:

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

9. Gratuities/Agency fees:

- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.

10. Joint Venture, Consortium or Association (JVCA):

- 10.1 Deleted

11. Confidential Information:

- 11.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 11.
- 11.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
 - (a) The Purchaser or Supplier needs to share with institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract.

12. Communications and Notices:

- 12.1 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.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

13. Patent and Intellectual Property Rights:

13.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 13.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property rights registered or otherwise existing at the date of the Contract by reason of:

- (a) The installation of the Goods by the Supplier or the use of the Goods in Bangladesh; and
- (b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

13.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 13.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

13.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

13.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

13.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

14. Copyright:

14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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. Assignment:

15.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser's prior written consent.

16. Sub contracting:

16.1 The Supplier shall obtain approval of the Purchaser in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

16.2 Subcontractors shall comply with the provisions of GCC Clause 3.

17. Supplier's Responsibilities :

17.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply in conformity in all respects with the provisions of the Contract Agreement.

18. Purchaser's Responsibilities:

18.1 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

19. Scope of Supply:

19.1 The Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.

19.2 Unless otherwise stipulated in the Contract, the 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 of the Goods and completion schedule of the Related Services as if such items were expressly mentioned in the Contract.

20. Change Orders and Contract Amendments:

20.1 The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 12, 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 furnished under the Contract are to be specifically manufactured for the Purchaser provided such changes do not materially affect the scope of supply;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 20.2 If any such change 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/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.
- 20.3 Prices to be charged by the Supplier for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

21. Packing and Documents:

- 21.1 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. During transit, 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.
- 21.2 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, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Purchaser.

22. Delivery and Documents and Acceptance:

- 22.1 Subject of GCC Sub-clause 20.01, 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.
- 22.2 The 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.

23. Contract Price:

- 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 23.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in the PCC.

24. Transportation:

- 24.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Bangladesh, defined as the Site, transport to such place of destination including insurance, and other incidental costs, and temporary storage, if any, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

25. Spare Parts:

- 25.1 Not applicable.

26. Terms of Payment:

- 26.1 The Contract Price, including any Advance Payments, if applicable, shall be in the manner as specified in the PCC.
- 26.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 22 and upon fulfilment of any other obligations stipulated in the Contract.
- 26.3 The Purchaser shall make payments promptly and indicated in the PCC.

27. Insurance:

- 27.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the PCC.

28. Taxes and Duties:

- 28.1 Supplier/Tendered shall be entirely responsible for all taxes, stamp duties, license fees, all Forwarding & Transportation and other cost such levies imposed outside the purchaser's country.
- 28.2 Customs & Import duties and all other Taxes payable directly to the Government of Bangladesh on account of import material and equipment will be paid by the purchaser.

29. Performance Security:

- 29.1 In the case of Goods having warranty obligations the Performance Security shall be reduced to the amount specified in the PCC after delivery and acceptance of the Goods to cover the Supplier's warranty obligations in accordance with GCC Sub-Clause 32.3.
- 29.2 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 29.3 The Purchaser 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 Purchaser has notified him that he is; and
 - (b) The Supplier has not paid an amount due to the Purchaser.
- 29.4 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Purchaser may forfeit the full amount of the Performance Security.
- 29.5 If there is no reason to call the Performance Security, it shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

30. Specifications and Standards:

- 30.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- 30.2 The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section-8: Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 30.3 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 Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 20.

31. Inspections:

- 31.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services.
- 31.2 The inspections and tests shall be conducted at the manufacturer premises or in another place in Bangladesh if required. The contractor shall be furnished all drawings and production data to the inspectors at no cost to the Purchaser
- 31.3 The Purchaser or its designated representative and supplier representative shall be entitled to attend the tests and/or inspections.
- 31.4 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 31.5 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice. If the goods are rejected by the purchaser, the supplier will replace or rectify the rejected Goods or parts thereof within 28 days upon issuing the notice by the purchaser.

32. Warranty:

- 32.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 32.2 Subject to GCC Sub-Clause 30.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.
- 32.3 Unless otherwise specified in the PCC, the warranty shall remain valid for Eighteen (18) months after supplied the Goods, or 12 (Twelve) month after installation, testing and commissioning of goods, which comes earlier.
- 32.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 32.5 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 Purchaser.
- 32.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

33. Extensions of Time:

33.1 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 pursuant to GCC Clause 22, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

34. Liquidated Damages:

34.1 Except as provided under GCC Clause 37, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of

34.2 Delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 38.

35. Limitation of Liability:

35.1 Except in cases of criminal negligence or wilful misconduct,

(a) The Supplier shall not be liable to the Purchaser, whether in contract, 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 Purchaser and

(b) The aggregate liability of the Supplier to the Purchaser, 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 Purchaser with respect to patent infringement.

36. Change in Laws and Regulations:

36.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 23.

37. Force Majeure:

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

37.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

37.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

38. Termination:

38.1 Termination for Default:

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, may terminate the Contract in whole or in part:

(i) if 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 Purchaser pursuant to GCC Clause 33; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 38.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

38.2 Termination for Insolvency.

- (a) The Purchaser and the Supplier's may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

38.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

39. Settlement of Disputes:

39.1 Amicable Settlement

- (a) The Purchaser 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.

39.2 Arbitration

- (a) If the Parties are unable to reach a settlement as per GCC Clause 39.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 39.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC

Section – 4
Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1 (h)	The nature of the goods to be supplied are: Supply of Paraffin Wax.
GCC 1.1(j)	The Purchaser is: Eastern Cables Limited. Address: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram, Bangladesh.
GCC 1.1(n)	The Supplier is : Name, address, and name of authorized representative (To be filed by the Tenderer)
GCC 5.1(j)	The following documents shall also be part of the Contract: As stated in the Tender Document.
GCC 6.1	Suppliers and Sub-contractors from the following countries are not eligible: Israel
GCC 6.2	Goods and Related Services from the following countries are not eligible: Israel
GCC 7.1	Routine correspondence between the parties may be in Bengali or English
GCC 12.1	For notices, the Purchaser’s contact details shall be: Attention: The name and address of the office where complaints to the Procuring Entity are to be submitted is: Address: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296</u> , Fax No-88-02333301292, E-mail : purchase.easterncables@gmail.com For notices , the Supplier’s contact details shall be: (To be filled by the Tenderer) Attention: Address: Telephone: Fax number: Electronic mail address:
GCC 21.2	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. Contract Number b. Name and address of Purchaser c. Country of origin d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of the content Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral. Additional marking and documentation within and outside the packages shall be: [Note: Arrow,/Umbrella/Cup etc. shall be printed on the box to indicate upside of the box]

GCC 22.2	<p>Eastern Cables Limited.Reserves the right to cancel without informing the supplier or principals, any or all items not shipped within the specified delivery period and to purchase the same from any other source at the risk and expense of the supplier.</p> <p>The supplier will inform to purchaser before shipment the goods. Upon shipment, the supplier shall notify the purchaser and the insurance company by mail/Courier/Fax full details of the shipment including purchase order No/contract number, description of goods, quantity, the vessel, the bill of lading number, land date, port of loading, date of shipment, port of discharges, etc. The supplier shall mail the following documents to the purchaser, with a copy to insurance company.</p> <p>The documents to be provided are as follows:</p> <ol style="list-style-type: none"> (1) 6 (Six) copies/sets of the Supplier’s invoice showing goods description, quantity, unit price total amount. (2) Complete set of original clean on board bill of lading marked freight prepaid 6(Six) copies. and other non-negotiable shipping documents. (2) Packing list identifying contents of each package(six copies). (4) Insurance certificate (if applicable). (5) Manufacturer’s warranty, supplier guarantee certificate stating quality, quantity and genuineness of goods. (6) Inspection certificate, issued by the nominated inspection Agency and the Manufacturer/factory inspection report. (7) Certificate of origin issued by the chamber of commerceor any other similar Institution mentioning origins of goods, including the manufacturer of the materials shipped. (8) Mill Test/Quality Certificate shall be provided. <p>The above documents shall be made available to the purchaser after shipment of (within 3 days)goods and if not received, the supplier will be responsible for any consequent expenses. The supplier shall ensure that the documents to be sent are free from any discrepancy. In case of any discrepancy in the document, 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 sets of documents shall be original, signed by the Local agent/Supplier. The commercial invoice is to show material values plus freight & insurance.</p> <p>SHIPPING DOCUMENTS: The shipping documents described above shall be received by the Eastern Cables Limited at the latest one week before arrival of cargoes at the port of destination. The number of shipping documents shall be supplied are as follows:</p> <ol style="list-style-type: none"> 1. Head of Purchase, Eastern Cables Limited. 2. Head of Accounts, Eastern Cables Limited. 3. Insurance Company (Sadharan Bima Corporation, Chattogram)
GCC 23.1	Not applicable.
GCC 26.1	Not applicable.

GCC 26.2	<p>Payment shall be made to the Tenderer under the terms and conditions of irrevocable letter of credit.</p> <p>I) 100 % Payment shall be arranged in favour of the beneficiary against full shipment through irrevocable letter of credit at sight under Cash/Upas/Credit/ grant or any untied source. The letter of credit shall be negotiable on presentation of the following documents: -</p> <p>a) Complete set of original ‘Clean on Board’ Bill of Lading marked ‘freight pre-paid.</p> <p>b) Supplier’s invoice signed in ink.</p> <p>c) Buyer’s authorized pre-shipment inspection agent’s certificate.</p> <p>d) Shipment advice for insurance cover. e)Supplier’s guarantee certificate.</p> <p>e) Certificate of Origin from chamber of commerce. g)Mill test certificate.</p> <p>f) Certificate showing that the material has been shipped in a non-Israel flag vessel.</p> <p>g) Freight memo showing freight “pre-paid”.</p> <p>h) Bill of Exchange.</p> <p>i) Shipping Advice</p> <p>II) Bank charges in Bangladesh for opening of the Letter of Credit shall be borne by the buyer & outside of Bangladesh shall be seller’s account. Any Bank changes for revalidation of amendment of the Letter of Credit on the request of the supplier shall be exclusively borne by the beneficiary and not by the buyer. However, amendments required due to any delay/lapse on the part of the buyer will be at buyer’s cost.</p> <p>Local manufacturer/Supplierare also eligible to participate in this tender.</p> <p>In case of local supply free delivery up to ECL site basis. Payment shall be made after supply of goods on submission of following documents:</p> <p>i) Invoice, ii) delivery challan, iii) Vat Challan, iv) MRR Certificate to be issued by the buyer v) Guarantee Certificate.</p> <p>However, payment shall also be made against ILC provided all Bank Charges including IL/C Commission borne by Local supplier.</p> <p>III) All Bank charges outside of Bangladesh including Bank charges for Withdrawal against letter of credit established by the buyer shall be borne by seller.</p> <p>IV) Confirmation of letter of credit by foreign Bank(s) will not be entertained Trans Shipment of materials will not be allowed. However, under extra ordinary any circumstances this condition may be relaxed subject to the following condition:</p> <p>a) Total voyage period, the consignment will take to reach Chittagong Port must be indicated in the offer.</p> <p>b) Confirmation certificate from the transshipment port authority regarding transshipment shall be a part of negotiable documents.</p> <p>c) The document shall be negotiable after 7 days from the date of shipment.</p> <p>V) The Contract shall come into force after opening of L/C.</p> <p>VI) The Tender document is the integral part of the contract.</p> <p>VII) Local agent’s commission will be paid equivalent Bangladeshi Currency (taka) on submission of Bills in triplicate supported by copies of non-negotiable shipping documents and clean M.R.R to be issued by the buyer at the exchange rate, which the bill of exchanges is negotiated.</p> <p>VIII) Custom clearance (C&F agency) cost is on Purchaser account. Inland transportation and Custom clearance (C&F agency) cost will be paid after receipt of goods at Eastern Cables Limited, Chittagongstore with R & I report.</p>
GCC 27	<p><u>Customs duties, Taxes, Insurance :</u></p> <p>Eastern cables Limitedshall bear the cost of insurance (from M/s. The Sadharan Bima Corporation, Sk. Mujib Road, Pathantooly, Chittagong, Bangladesh, Fax No. 880-31-720609) as well as pay all duties, VAT, taxes assessed by customs authority and payable to customs authority for import of the materialsin Bangladesh.</p>
GCC 29	<p>The Performance Security/Guarantee shall not be withdrawn until the Warranty period ends.</p>

GCC. 31.	<p>The inspections and tests shall be as follows:</p> <ul style="list-style-type: none"> i) The buyer reserves the right to have the stores inspected before shipment by any agency of their choice. In that case inspection charges will be borne by the buyer. The name of inspecting agency will be intimated at the time placement of purchase order. The supplier will be liable to pay any expense for rejected stores and also for such inspection which will become payable to the inspector (s) due to multiple intervention/visits and or fruitless visit at the call of and to suit the convenience of the supplier. The inspector (s) should be provided with all facilities and assistance (viz. labour, materials, electricity, fuel, stores, apparatus, instruments etc. as may be required) to carry out his Job smoothly and without interference. The provision laid down above does not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of destination/buyer's warehouse at buyer's cost. ii) If any deviation/discrepancy(ies) is found during inspection against our contract or purchase order specification, instantly have to informed us by mail. iii) The PSI shall provide test reports to the purchaser duly signed by the PSI Company just after the inspection (within few hours of inspection) days after completion of QAT. The PSI will issue instruction to the supplier to deliver the goods to the purchaser's designated stores against satisfactory test report. iv) No goods/equipment shall be packed, prepared for shipment or dismantled for the purpose of packing unless it has been tested and approved by PSI Company or tests have been waived and written instruction have been received from the Purchaser. v) If any dissimilarity is observed during post delivery inspection on receive goods in respect to pre-inspected goods, the purchaser has to right, not to receive the goods in the purchaser's store.
GCC 32.5	N/A
GCC 34.1	<ul style="list-style-type: none"> i) Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods any be realized from the supplier/contractor. ii) In specific cases when delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidity damage, not over one percent per week or part thereof on the value of the undelivered goods may be charged. iii) In case of delay in delivery beyond one hundred days for importable item (s) purchase order/contract may be cancelled in which case the performance Guarantee shall be forfeited. iv) On genuine reasons/grounds beyond the control of the suppliers/contractors, extension of delivery period may, however, be granted by the purchase approving authority without realization of any liquidated damage provided validity of their performance Guarantee covers such extension.
GCC 34.2	The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract price.
GCC 39.3(b)	<ul style="list-style-type: none"> i) The buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the order/contract. ii) If the buyer and the supplier have not been able to resolve the dispute under or in connection with the order/contract amicably through direct negotiation, the dispute may be referred to the award of a sole arbitrator to be agreed by the parties, failing which the same shall be referred to arbitration by 2 (two) arbitrators, one to be nominated by the buyer and the other by the supplier, or in the case of the said arbitrators not agreeing then, to the award of an Umpire to be appointed by arbitrators in writing before proceeding with reference, and the decision of the sole arbitrators or of the arbitrators in the event of their not agreeing with umpire appointed by them as the case maybe shall be final and binding on the parties. Provisions of arbitration Act 1940 and rules there under and any statutory modification thereof shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh.

Section-5 Tender and Contract Forms

Form	Title
Tender Forms	
G – 1	Tender Submission Sheet
G – 2	Price Schedule
G – 3	Specifications Submission Sheet
G – 4	Tenderer Information Sheet
G – 5	Manufacturer’s Authorisation Letter
G – 6	Bank Guarantee for Tender Security
Contract Forms	
G – 7	Notification of Award
G – 8	Contract Agreement
G – 9	Bank Guarantee for Performance Security

Tender Submission Sheet (Form G – 1)

Invitation for Tender No:

Date:

To:

Head of Purchase Department
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh.

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

The total price of our Tender, excluding price reduction(s) is:

Insert value in figures..... (Insert value in words).....

If applicable under Instruction to Tenderers (ITT) Sub-Clause 20.3, and in case we are awarded a contract for the discounts / cross- discounts offered, and the methodology for its application is:

We undertake, if our Tender is accepted, to deliver the goods in [] (weeks / months/days) from the date of L/C opening, in accordance with the delivery schedule specified in the Schedule of Requirements.

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in the Tender Data Sheet is attached in the form of a [bank guarantee] valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet and valid for a period of 4(Four) months beyond the date of last Shipment date of the goods & obligations under the Contract, including any warranty. We declare that ourselves, and any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and that the goods and related services will also be supplied from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

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.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of
the Tenderer.

Date:

Price Schedule for Supply of Paraffin Wax.

(Form-G2)

Tender no:EC/PUR/F- 305. Date: 22.10.2022.

Lot No.	Description of Item	Quantity In MT	Unit (FOB)(Premium) / Local Premium Price (USD) or equivalent	Grand Total CFR(C) Price
1.	Paraffin Wax.	3 M.T	-	-
FOB Premium Price =				
Freight =				
Commission(If any)=				
Grand Total Price, CFR(C) =				

In words:

To be submitted:

1. Currency should be mentioned clearly.
2. Port of shipment & port of delivery should be mentioned clearly.

Signature of the tenderer with full address, date & seal

Specifications Submission and Compliance Sheet (Form G-3)

Material Specification:

Lot No.	Description of Item	Country of Origin	Manufacturer	Full technical specification and standards
1	Paraffin Wax.			

N.B.:

1. The Tenderer shall fill up above data in supporting with Manufacturer technical specification (signed), printed brochure and catalogue.

Signature of the Tenderer with full address, date & seal

Tenderer Information Sheet (Form G-4)

Notes on Tenderer Information Sheet

The information to be filled in by Tenderers in the following pages will be used for purposes of verification of eligibility and qualification of the Tendered as provided for in relevant Clauses of the Instructions to Tenderers.

Tender No: EC/PUR/F- 305 ; Date: 22.10.2022.

A. Individual Tenderers

1. General Information of the Tenderer	
1.1	Tenderer's Legal Name
1.2	Tenderer's legal address in Country of Registration
1.3	Tenderer's legal status
	Proprietorship
	Partnership (Registered under the Partnership Act, 1932)
	Limited Liability Concern (Registered under the Companies Act, 1913)
	Others
1.4	Tenderer's Year of Registration
1.5	Tenderer's business status
	Manufacturer
	Local Agent/Distributor of a foreign Manufacturer
	Stockist
	Others
1.6	Tenderer's Authorised Representative Information
	Name
	Address
	Telephone/Fax Numbers
	e-mail address
1.7	Tenderer's Value Added Tax Registration Number
1.8	Tenderer's Income Tax Identification Number (TIN)

1.9	Tendered to attach copies of the following documentation:	(a) Articles of Incorporation or Registration of firm. (b) Latest Income Tax Clearance Certificate (c) Latest VAT Registration Certificate (d) Original letter naming the person authorised to sign on behalf of the Tendered. Others (to be completed by the Purchaser if required)
2. Qualification Information of the Tendered:		
2.1	Number of years of overall experience of the Tenderer in the supply of goods and related services:	
2.2	Number of years of specific experience of the Tenderer in the supply of similar goods and related services:	
2.3	Total annual monetary value of similar goods supplied in each of the last five years.	
2.4	Available liquid assets	
2.5	Details of production capacity/ equipment available:	
2.6	Major supplies of similar type of Goods over the last Three years. Also list details of supplies of similar type of Goods under way or committed, including expected delivery date.	
3. Financial Information of the Tenderer:		
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.	
3.2	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer	
3.3	Information on litigation in which the Tendered is, or has been, involved:	
	(a) Any case within the past Three years	
	Cause of Dispute	Result of Settlement and amount involved
	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case
Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.		

Manufacturer's Authorisation Letter (Form G - 5)

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,

Bangladesh

Attention:

(Head of Purchase Department)

WHEREAS, we [name and address of manufacturer] are reputable manufacturers having factories at [list of places of factories].

THEREFORE, we do hereby:

1. Authorise [name of Tenderer] to submit a Tender in response to the Invitation for Tenders indicated above, the purpose of which is to provide the following Goods, [description of goods], manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and
2. Extend our full guarantee and warranty in accordance with GCC Clause 32, with respect to the Goods offered in the Tender.

Signed

In the capacity of:

Duly authorised to sign the authorisation for and
on behalf of

[name of manufacturer]

Date:

Bank Guarantee for Tender Security (Form G - 6)

[This is the format for the Tender Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 27]

To:

Easten Cables Limited.

North Patenga, Chattogram-4204,

Bangladesh

Attention:

Head of Purchase Department

Bank Guarantee No.

Issuing Date:

Amount:

Expiry Date:

Issued on Request of :

(Supplier's Name & Address)

TENDER GUARANTEE NO:

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

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

At the request of the Tenderer, we [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Tk. [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer.

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity,
 - (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form, This guarantee will expire if:
 - (a) the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
 - (b) if the Tenderer is not the successful Tenderer, twenty eight days after the expiration of the Tenderer's Tender, being [date of expiration of the Tender].

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

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Notification of Award (Form G - 7)

To,

This is to notify you that your Tender dated [insert date] for the Supply/execution of the Works for [name of project/Contract] for the Contract Price of Taka [amount in figures and words], as corrected and modified in accordance with the Instructions to Tenderers, has been approved by [name of Employer/Procuring Entity].

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) days of its issuance pursuant to ITT clause 49
- ii. furnish a Performance Security in the specified format and in the amount of Tk. [state amount in figures and words] within (14) fourteen days of issuance of this letter, in accordance with ITT clause 50
- iii. signing the Contract Agreement within twenty-one (28) days, in accordance with ITT clause 51

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

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

Signed

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

Date:

Contract Agreement (Form G - 8)

THIS AGREEMENT made the [day] day of [month][year] between [name and address of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name and address of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, [brief description of goods and related services] and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka [Contract Price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Form of Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tenderer;
 - (d) the completed Price Schedules as submitted by the Tenderer;
 - (e) the Particular Conditions of Contract;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications and
 - (i) any other document listed in the PCC as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence of

Name

Bank Guarantee for Performance Security (Form G-9)

[This is the format for the Performance Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 50]

Notification of Award No.

Date:

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,
Bangladesh.

Attention:

Head of Purchase Department

Performance Guarantee No.

Issuing Date:

Amount:

Expiry Date:

Issued on Request of :

(Supplier's Name & Address)

PERFORMANCEGUARANTEE NO:

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

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

At the request of the Supplier, we [name of bank & address with phone no.] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

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

Signature

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Section-6

Schedule of Requirements

Supply Paraffin Wax of as per attached specification.

Tender No - EC/PUR/F- 305 dt. 22.10.2022

Lot No.	Description of Item	Quantity	Point of delivery	Completion time
1.	Paraffin Wax	3 M.T	CFR© Chattogram port/ ECL Store.	<u>SHIPMENT PERIOD:</u> Shipment shall have to be effected within 4-6 weeks after opening of LC.

Name of Tenderer:

Signature of Tenderer:

Date:

Section-7

SPECIFICATION OF PARAFFIN WAX.

Quantity: 3 M.T.

1. Fully refined, Tubular, white quality.
2. Melting point : 54.5⁰C – 57.5⁰C
3. Oil Content : 0.5% (Max)
4. Ash content : Nil

PACKING : Net 25 Kg in 6 ply Kraft paper bag with one ply strong P.E liner. Export standard sea worthy packing strong enough to withstand rough handling during transportation.

SAMPLE: Minimum 5 Kg sample to be submitted by the new Bidders/suppliers along with the offer. If the material has not been earlier used or tested for acceptance by ECL. The Sample must be submitting at least 7(seven) working days from the date of Tender opening.

The bidder shall have to submit the following documents along with Quotation:

1. Full technical Specifications and details.
2. Technical literature.
3. Mill Test Certificate.
4. Manufacturer's Certificate confirming the tender specification.
5. Information about supply records for last three years.
6. Principal/Manufacturer Bank Details for Opening L/C
7. Principal/Manufacturer e-mail address.

Name of Tenderer:

Signature of Tenderer:

Date:

Section-8:
Guaranteed Technical Particulars (GTP) For
Supply of Paraffin Wax.

(To be filled up by the Manufacturer in Manufacturer Letterhead pad, otherwise the bid shall be rejected)

S/L No.	Description	Unit	ECL Requirement	Bidder's Guaranteed Data
01.	Manufacturer's Name & Address		To be mentioned	
02.	Model/Brand Name		To be mentioned	
03.	Country of Origin		To be mentioned	
04.	Year of Manufacture		To be mentioned	

[The Tenderer should complete all the columns as required]

Signature:

Name & Designation of tenderer

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

Signature

Name and Designation of Manufacturer

NOTE: EASTERN CABLES LTD. IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

**INTERNATIONAL
TENDER ENQUIRY FOR PROCUREMENT OF
500 KGS. PIGMENT (RED) AND 200 KGS.
PIGMENT (YELLOW)**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F- 303, DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45 AM**



EASTERN CABLES LIMITED

(An Enterprise of Bangladesh Steel & Engineering Corporation)

North Patenga, Chattogram-4204, Bangladesh.

Telephone No: 02333301291, 02333301296,

Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com

[ISO 9001:2015 CERTIFIED COMPANY]

**NB: THE TENDER ENQUIRY NO: EC/PUR/F- 303, DATED: 22.10.2022 DUE TO
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING AT 11.45AM EASTERN
CABLES LIMITED SHARE OFFICE, BSEC BHABAN (4TH FLOOR), 102, KAZI
NAZRUL ISLAM AVENUE, DHAKA-1215 ON SAME DAY AT 11.45 AM”**

EASTERN CABLES LIMITED

COST OF TENDER DOCUMENTS TK. 1,000.00 PER SET (NON-REFUNDABLE)

TENDER DOCUMENTS FOR PROCUREMENT OF 500 KGS. PIGMENT (RED) AND 200 KGS. PIGMENT (YELLOW) UNDER CASH/UPAS/CREDIT/GRANT/OR ANY UNTIED SOURCE.

N.B: ANY CONDITIONAL OFFER SHALL NOT BE ACCEPTED. SO, THE BIDDERS MUST SUBMIT THEIR QUOTATIONS/BIDS FULLY COMPLYING THE TENDER TERMS QUOTATIONS/BIDS ANY DEVIATION FROM THE TENDER TERMS & CONDITIONS SHALL BE TREATED AS NON-RESPONSIVE.

INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F- 303, DATED: 22.102022 DUE FOR RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45AM

N.B: IN CASE OF HARTAL, STRIKE, ANY HOLIDAY DECLARED BY THE GOVT. OR ANY UNAVOIDABLE CIRCUMSTANCES THE TENDER WILL BE RECEIVED & OPENED NEXT NORMAL WORKING DAY AS PER SCHEDULE TIME AS MENTIONED ABOVE

**EASTERN CABLES LIMITED**

North Patenga, Chattogram, Bangladesh

Invitation for International Tender Notice (OTM) for following items

01.	Ministry		Ministry of Industries.			
02.	Name of Agency		Bangladesh Steel & Engineering Corporation, Dhaka.			
03.	Procuring Entity Name		Eastern Cables Limited, North Patenga, Chattogram.			
04.	S/L	Name of Procurement	Reference No. & Date	Cost of Tender Documents	Tender Security	Tender Receiving and Opening Date and Time.
	4.1	Antimony Tri-Oxide Quantity : 500 Kgs.	EC /PUR/F-301 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	Date: 24.11.2022 Receiving on 11.30 AM Opening on 11.45 AM
	4.2	Dibasic Lead Phthalate (Naftovin T-80) Quantity : 3 M.T	EC/PUR/F-302 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.3	Pigment (Red) & Pigment (Yellow) Quantity : 500 Kgs & 200 Kgs.	EC/PUR/F-303 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.4	Soot Paste Quantity : 5 M.T	EC/PUR/F-304 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
	4.5	Paraffin Wax Quantity- 3 M.T	EC/PUR/F-305 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	
	4.6	Gummed Cotton Tape Quantity- 2 M.T (1500 Kgs, 50mm & 500 Kgs, 30mm)	EC/PUR/F-306 dated: 22.10.2022	Taka- 1,000.00	USD - 600.00	
	4.7	Nylon Conducting Tape Quantity- 1 M.T Width: 50mm	EC/PUR/F-307 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
05.	Budget and source of Funds		Own			
06.	Tender Last Selling Date		Dated: 23.11.2022			
07.	Selling of Tender Documents		1. Cash section, Controller of Accounts, BSEC Bhaban, Dhaka-1215. 2. Cash section, Head of Accounts, ECL, Chattogram.			
08.	Place of Receiving & Opening Tender Document		Eastern Cables Limited Share Office, BSEC Bhaban (4th floor), 102 Kazi Nazrul Islam Avenue, Dhaka-1215, Bangladesh.			
09.	Eligibility of Tenderer		As per Tender documents.			
10.	Brief Description of Goods		As per Tender documents specification.			
11.	Location of Delivery and Appointment		CFR© Chattogram Port.			
12.	Name of Official Inviting Tender		Head of Purchase Department			
13.	Designation of Official Inviting Tender		Engineer (Mechanical)			
14.	Address of Official Inviting Tender		Eastern Cables Limited, Patenga, Chattogram.			
						(Md. Golam Hidher) Engineer (Mechanical) Head of Purchase Department

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SECTION - 1

Instructions to Tenderer

A-General

1. Scope of Tender:

1.1 The Purchaser, as indicated in the Tender Data Sheet (TDS), issues this Tender Document for the supply of Goods, and Related Services 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 Tendered will be required to complete the delivery of the goods and related services (when applicable) as specified in the Particular Conditions of Contract (PCC).

1.3 Throughout this Tender Document:

(a) The term “in writing” means communicated in written form with proof of receipt.

(b) If the context so requires, singular means plural and vice versa.

(c) “Day” means calendar day.

2. Source of Fund:

2.1 Companies Own Fund.

3. Corrupt Fraudulent Collusive or Coercive Practices:

3.1 The company requires that Purchase, as Tenderers and Suppliers shall observe the highest standard of ethics during the Implementation of procurement proceedings and the execution of contracts under company funds.

3.2 In pursuance of this requirement, the Purchaser shall:

(a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and

(b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under companies funds;

If it, at any time, determines that the Tendered has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under company funds.

3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tendered to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tendered concerned. Any communications between the Tendered and the Purchaser related to matters of alleged fraud or corruption shall be in writing.

3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:-

(a) “corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;

(b) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;

(c) “collusive practice” means a scheme or arrangement among two or more Tenderers, with or without the knowledge of the Purchaser (prior to or after Tender submission), designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and

(d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

3.5 The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 38.1(c).

3.6 The Government requires that the Purchaser’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Tenderers:

4.1 This Invitation for Tender is open to eligible Tenderers from all countries, except for any specified in the TDS.

4.2 A 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 Purchaser.

4.3 The Tendered shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause.

- 4.4 The Tenderer with a consistent history of litigation or a number of arbitration awards against it, shall not be eligible to Tender. The Tendered shall supply the information requested in Para 3.3 of the Tendered Information Sheet (Form G-4).
- 4.5 The Tenderer shall have the legal capacity to enter into the contract.
- 4.6 The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.7 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
- 5. Eligible Goods and Related Services:**
- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.
- 5.3 The origin of goods and services is distinct from the nationality of the Tendered.
- 6. Site Visit:**
- 6.1 For goods contracts requiring installation/commissioning/networking or similar services at site, the Tendered, 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.
- 6.2 The Tenderer should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 6.3 The costs of visiting the Site shall be at the Tenderer’s own expense.

B- Tender Document

- 7. Tender Document: Sections:**
- 7.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.
 Instructions to Tenderers (ITT).
 Tender Data Sheet(TDS)
 General Conditions of Contract (GCC).
 Particular Condition of Contract(PCC)
 Tender and Contract Forms.
 Schedule of Requirements.
 Technical Specifications & Drawing.
- 7.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.
- 7.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.
- 8. Tender Document: Clarification :**
- 8.1 prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the TDS. The Purchaser will respond in writing to any request for clarification received no later than seven (07) days prior to the deadline for submission of Tenders.
- 8.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 8.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 10 and ITT Sub-Clause 30.3.
- 9. Tender Document Pre-Tender Meeting:**
- 9.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.
- 9.2 The Tenderer is requested to submit any questions in writing so as to reach the Purchaser not later than five (5) days prior to the date of the meeting.
- 9.3 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 seven (7) days to all those who purchased the Tender Document. Any modification to the Tender Document listed in ITT Sub-Clause 7.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Amendment pursuant to ITT Clause 10 and not through the minutes of the pre-Tender meeting.
- 9.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tendered.

10. Tender Document: Amendment:

- 10.1 At any time prior to the deadline for submission of Tenders, the Purchaser for any reason, on its own initiative or in response to a clarification request in writing from a Tendered, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
- 10.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 10.3 To give a prospective Tendered reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 30.3. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Purchaser, if so requested by a substantial number of Tenderers.

C- Qualification Criteria

11. General Criteria:

- 11.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience, reputation, and the personnel to perform the contract.
- 11.2 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots

12. Experience Criteria:

- 12.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
 - A) A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;
 - B) The specific experience in the supplying of related goods and services as specified in the TDS;
 - C) A minimum production capacity or availability of equipment as specified in the TDS;and
 - D) In case of a Tendered offering to supply goods which the Tendered did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods.

13. Financial Criteria:

- 13.1 The Tenderer shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
 - A) The satisfactory completion of supply of goods of value stated in the TDS under a single contract in the last five years; and
 - B) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.

D- Tender Preparation

14. Tender: Only One:

- 14.1 A Tenderer shall submit only one (1) Tender for each item, either individually. A Tendered who submits or participates in more than one (01) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.

15. Tender: Preparation Costs:

- 15.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

16. Tender: Language

- 16.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English or Bangla language, unless specified otherwise in the TDS. Supporting documents and printed literature furnished by the Tendered may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

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

17. Tender: Contents of Tender:

- 17.1 The Tender prepared by the Tenderer shall comprise the following:
 - (a) The Tender Submission Sheet (Form G-1);
 - (b) The Price Schedule (Form G-2) completed in accordance with ITT Clauses 18, 20 and 21;
 - (c) Original Tender Security (Form G-6) completed in accordance with ITT Clause 27;

- (d) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 18;
 - (e) Alternative Tenders, if permitted, in accordance with ITT Clause 19;
 - (f) Written confirmation authorising the signatory of the Tender to commit the Tendered, in accordance with ITT Clause 28;
 - (g) Documentary evidence in accordance with ITT Clause 22 establishing the Tenderer's eligibility to Tender, including the Tenderer Information Sheet (Form G-4) and the Manufacturer's Authorisation Letter (Form G-5), when applicable;
 - (h) Documentary evidence in accordance with ITT Clauses 23 and 37 that the Goods and Related Services are of eligible origin and conform to the Tender Document;
 - (I) Documentary evidence in accordance with ITT Clause 24 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and any other document as specified in the TDS.
- 18. Tender: Submission Sheet, Price Schedules and Specifications Submission Sheet:**
- 18.1 The Tenderer shall submit the completed Tender Submission Sheet (Form G-1) as furnished in Section 5: Tender and Contract Forms. This document 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 non-responsive.
- 18.2 The Tenderer shall submit the completed Price Schedule for Goods and Related Services (Form G-2) as furnished in Section 5: Tender and Contract Forms.
- 18.3 The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section 5: Tender and Contract Forms.
- 18.4 All the documents mentioned in ITT clauses 18.1 to 18.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.
- 19. Tender: Alternatives:**
- 19.1 Unless otherwise stated in the TDS, alternative Tenders shall not be considered.
- 20. Tender: Prices and Discounts:**
- 20.1 The prices and discounts quoted by the Tendered in the Tender Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 20.2 All items for each lot, as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). For any item listed in the Schedule of Requirements, but not shown in the Price Schedule, it shall be assumed that the item is not included in the Tender. For any item listed in the Schedule of Requirements, but shown un-priced in the Price Schedule, it shall be assumed that the price is included in the prices of other items. In all cases the Tender shall be evaluated in accordance with ITT Sub-Clause 20.3.
- 20.3 Tenders are being invited either for individual lots or for any combination of lots and prices quoted shall correspond to 100% of the items and quantities specified for each lot. If so indicated in the TDS Contracts may be awarded on a lot-by-lot basis and Tenderer's wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each lot or combination of lots.
- 20.4 The Tenderer shall indicate on the Price Schedule (Form G-2) the unit prices (where applicable) and the total price of the lot it proposes to supply under the contract.
- 21. Tender Currency:**
- 21.1 For expenditure that will be incurred in Bangladesh, the Tendered shall quote the prices in Bangladesh Taka.
- 21.2 For expenditure that will be incurred outside Bangladesh, the Tendered may quote the prices in USD or GBP or EURO or JPY as specific in TDS.
- 22. Tenderer Documents Establishing Eligibility:**
- 22.1 The Tenderer shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and, in particular, shall complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section 5: Tender and Contract Forms; and
- 22.2 If so specified in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation Letter (Form G-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.
- 23. Goods and Related Services Documents Establishing Eligibility:**
- 23.1 To establish the conformity of the Goods and Related Services to the Tender Document, the Tenderer shall furnish as part of its Tender the documentary evidence that the goods conform to Section 7: Technical Specifications.

23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating the substantial responsiveness of the Goods and Related Services to those requirements of Section 7: Technical Specifications, and if applicable, a statement of deviations and exceptions. The Tendered shall note that standards for workmanship, material, and equipment as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tendered may substitute alternative standards/ brand names, etc. in its tender provided that it demonstrates to the Purchaser's satisfaction that substitutions ensure substantial equivalence.

24. Tenderers: Documents Establishing Qualifications:

24.1 Tenderers shall submit documentary evidence to meet the qualification criteria specified in Sub-Section C, Qualification Criteria of the ITT.

24.2 Tenderers shall submit the Tendered Information Sheet (Form G-4) furnished in Section 5: Tender and Contract Forms.

24.1 Tenderers shall include the following information and documents with their Tenders:

- a) Total monetary value of similar goods supplied for each of the last three (3) years.
- b) Details of major supplies of similar types of Goods over the last three (3) years, and clients who may be contacted for further information on those contracts;
- c) Financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
- d) Authority to seek references from the Tenderer's Bankers; and Information on past (3 years) litigation in which the Tendered has been involved or in which the Tendered is currently involved.

25. Tendered: Disqualification:

25.1 The Purchaser shall disqualify a Tendered who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, the Purchaser may declare such a Tendered ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.

25.2 The Purchaser may disqualify a Tendered who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

26. Tender: Validity:

26.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by the Purchaser, pursuant to ITT Clause 30. A Tender valid for a shorter period shall reject by the Purchaser as non-responsive.

26.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 27, shall also be suitably extended promptly. If a Tendered 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 Tendered agreeing to the request will not be required or permitted to modify its Tender.

27. Tender: Security:

27.1 The Tenderer shall furnish as part of its Tender, a Tender Security in original form (Form G-6) and in the amount specified in the TDS.

27.2 The Tender Security shall:

- a) At the Tenderer's option be either;
 - (i) in the form of a bank draft or pay order from schedule Bank in Bangladesh ; or
 - (ii) in the form of an irrevocable bank guarantee (Form G-6) issued by a Scheduled Bank in Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
- b) Be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 27.5 being invoked; and
- c) Remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under ITT Clause 26.2.

27.3 A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 27.2, shall be rejected by the Purchaser as non-responsive.

27.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 26.1 and 26.2. The Tender Security of the successful Tendered will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 51 and signing the Contract Agreement.

27.5 The Tender Security may be forfeited:

- (a) if a Tendered withdraws its Tender during the period of Tender validity specified by the Tendered on the Tender Submission Sheet, except as provided in ITT Sub-Clause 26.2; or

- (b) if the successful Tendered fails to:
 - (i) Accept the correction of its Tender Price pursuant to ITT Sub-Clause 39.2; or
 - (ii) Furnish a Performance Security in accordance with ITT Clause 50; or
 - (iii) Sign the Contract in accordance with ITT Clause 51.

28. Tender Format and Signing:

- 28.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 17.1 and clearly mark it “ORIGINAL”. In addition, the Tendered 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.
- 28.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tendered. This authorisation shall consist of a written authorisation and shall be attached to the Tendered Information Sheet (Form G-4). The name and position held by each person signing the authorisation 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 or initialled by the person signing the Tender.
- 28.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E- Tender Submission

29. Tender: Sealing and Marking:

- 29.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”, “TRIPLICATE”, “QUADRUPLICATE.” The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.
- 29.2 The inner and outer envelopes shall:
 - (a) bear the name and address & sign of the Tendered;
 - (b) be addressed to the Purchaser at the address specified in the TDS;
 - (c) bear the name of the Tender and the Tender Number as specified in the TDS; and
 - (d) bear a statement “DO NOT OPEN BEFORE” the time and date for Tender opening as specified in the TDS.
- 29.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 29.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

30. Tender: Submission Deadline:

- 30.1 Tenders must be received by the Purchaser at the address specified in ITT Sub-Clause 29.2 no later than the date and time as specified in the TDS.
- 30.2 Tenderers shall be delivered their tenders by hand registered mail or sent by courier as stated in TDS.
- 30.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 10, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

31. Tender: Submitted Late:

- 31.1 Any Tender received by the Purchaser after the deadline for submission of Tenders in accordance with ITT Clause 31 shall be declared late, will be rejected, and returned unopened to the Tendered.

32. Tender: Modification, Substitution or Withdrawal:

- 32.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 28.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
 - (a) submitted in accordance with ITT Clauses 28 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION” “SUBSTITUTION,” OR “WITHDRAWAL,” and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 30.
- 32.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 32.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 32.3 No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 30.

F- Tender Opening and Evaluation

33. Tender Opening:

- 33.1 The Purchaser shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 32, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 32 shall not be opened. Tendered or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a register evidencing their attendance.
- 33.2 The name of the Tendered, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts and alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Purchaser's Tender Opening Committee.
- 33.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tendered upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tendered and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 33.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tendered.
- 33.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tendered pursuant to ITT Clause 31.

34. Tender: Confidentiality:

- 34.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.

35. Tender: Clarification:

- 35.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 39.

36. Tenderer Contacting the Purchaser:

- 36.1 Following the opening of the Tenders and until the Contract is signed no tenderer shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 36.2 Any effort by a Tenderer to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 36.3 Notwithstanding ITT Sub Clause 36.1, from the time of Tender opening to the time of Contract award, if any Tendered wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.

37. Tender: Responsiveness:

- 37.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 37.2 A substantially 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 performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Tendered presenting substantially responsive Tenders.
- 37.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tendered by correction of the material deviation, reservation or omission.
- 37.4 There shall be no requirement as to the minimum number of responsive Tenders.

38. Tender: Non-conformities, Errors, and Omissions:

- 38.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 38.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tendered submits 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 price of the Tender. Failure by the Tendered to comply with the request may result in the rejection of its Tender.

39. Tender: Correction of Arithmetical Errors:

- 39.1 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 39.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-clause 39.1, is found it shall be immediately notified to the concerned Tendered.
- 39.3 Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-clauses 39.1, its Tender shall be disqualified and its Tender Security may be forfeited.

40. Tender: Preliminary Examination:

- 40.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 17 has been provided, and to determine the completeness of each document submitted.
- 40.2 The Purchaser shall assess whether the Tenderer's Qualifications as per Section C are substantially met. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 41 and 42.

41. Tender: Technical Evaluation:

- 41.1 The Purchaser shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tendered without any material deviation or reservation.
- 41.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 23, to confirm that all requirements specified in Section 7: Technical Specifications, have been met without any material deviation or reservation.
- 41.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 37, it shall reject the Tender.

42. Tender: Financial Evaluation:

- 42.1 The Purchaser shall thirdly evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 42.2 **To evaluate a Tender, the Purchaser shall consider the following:**
- (a) The Tender price as quoted in accordance with ITT Clauses 18 and 20, excluding local taxes (VAT and other taxes) which will be payable on the goods if contract is awarded);
 - (b) Price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 39.1;
 - (c) The applicable economic factors of evaluation set out in ITT Sub-Clause 42.3.
- 42.3 The Purchaser's economic evaluation of a Tender will take into account, in addition to the delivered price offered in accordance with ITT Sub-Clause 18.1, one or more of the factors affecting the economic value of the Tender from the list below, as specified in the TDS, and as quantified in ITT Sub-Clause 42.5:
- (a) The delivery schedule offered in the Tender; and
 - (b) The projected operating and maintenance costs during the anticipated life-cycle of the spare parts;
 - (c) The performance and productivity of the equipment offered; or
 - (d) Any other specific criteria as specified in Section 7: Technical Specifications.
- 42.4 For those factors specified in ITT Sub Clause 42.4 which are selected to be considered in the evaluation of the Tenders, one or more of the following quantification methods shall be applied, as specified in the TDS.
- (a) Delivery schedule:
 - (i) The goods covered under the IFT are required to be delivered at the time specified in Section 6: Schedule of Requirements. Treating the Tender with the earliest delivery as the base, a delivery 'adjustment' will be calculated for other Tenders for the purpose of evaluation, by applying a

Percentage, as specified in the TDS, of the Tender price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.

or

- (ii) The goods covered under the IFT are required to be delivered within an acceptable range of weeks as specified in Section 6: Schedule of Requirements. No credit shall be allowed to earlier deliveries, and Tenders offering delivery beyond this range shall be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added, for the purpose of evaluation, to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in Section 6: Schedule of Requirements.

or

- (iii) The goods covered under the IFT are required to be delivered in partial shipments, as specified in Section 6: Schedule of Requirements. Tenders offering deliveries later than the specified deliveries will be adjusted for the purpose of evaluation by adding to the Tender price a factor equal to a percentage, as specified in the TDS, of the Tender price per week of variation from the specified delivery schedule.

- (b) Projected operating and maintenance costs:
Operating and maintenance costs of the goods will be evaluated in accordance with the criteria specified in the TDS or in Section 7: Technical Specifications.

- (c) Performance and productivity of the equipment:

- (i) Tendered shall state the guaranteed performance or efficiency of their equipment offered in response to Section 7: Technical Specifications. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the TDS will be added to the Tender price for the purpose of evaluation, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in Section 8: Technical Specifications.

or

- (i) Equipment offered shall have a minimum productivity specified under the relevant provision in Section 7: Technical Specifications, to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender prices for the purpose of evaluation, using the methodology specified in Section 8: Technical Specifications.

- (d) Specific additional criteria:

Other specific additional criteria to be considered in the evaluation and the evaluation method to be used for such criteria shall be as specified in the TDS and/or Section 7: Technical Specifications.

43. Tender: No Negotiation:

43.1 No negotiation shall be held with the lowest or any other Tendered.

43.2 A Tendered shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender.

44. Tender: Comparison:

44.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 42.

45. Tenderers Post-qualification :

45.1 The Purchaser shall determine to its satisfaction whether the Tendered that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.

45.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tendered, pursuant to ITT Clause 24, to clarifications in accordance with ITT Clause 35 and the qualification criteria indicated in ITT Clauses 11, 12 and 13. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.

45.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tendered. A negative determination shall result in rejection of the Tenderer's Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

46. Tenders: Purchaser's Right to accept or to Reject Any or All:

46.1 The Purchaser reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for the Purchaser's actions.

G-Contract Award

47. Award Criteria:

47.1 The Purchaser shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

48. Purchaser's Right to Vary Quantities:

48.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

49. Notification of Award:

49.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tendered, in writing, that its Tender has been accepted.

49.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

49.3 The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

50. Performance Security:

50.1 Within Twenty eight (28) days from the issuing of Notification of Award from the Purchaser, the successful Tendered shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-9) furnished in Section 5: Tender and Contract Forms.

50.2 The Performance Security shall be valid 4(four) month beyond the date last Shipment of the goods.

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

51. Contract: Signing:

51.1 At the same time as the Purchaser issues the Notification of Award to the successful Tendered for the Contract signing.

51.2 Twenty eight (28) days from the issuing of the Notification of Award the successful Tendered shall sign the Contract Agreement.

51.3 Failure of the successful Tendered to submit the Performance Security pursuant to ITT Clause 50 or sign the Contract pursuant to ITT Sub-Clause 51.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tendered at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.

51.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tendered, the Purchaser shall discharge and return the successful Tenderer's Tender Security.

52. Advising Unsuccessful Tenderer:

52.1 Upon the successful Tendered furnishing Performance Security pursuant to ITT Clause 50, and signing the Contract pursuant to ITT Clause 51, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.

52.2 The Purchaser shall promptly respond in writing to any unsuccessful Tendered who, after notification in accordance with ITT Sub-Clause 52.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.

53. Tenderer Right to complain:

53.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Purchaser by the Public Procurement Regulations (2008)

53.2 The complaint shall firstly be process through an administrative review following the procedures set act in Regulation of the PPR-2008. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS

53.3 If not satisfied with the outcome of the administrative review, the Tendered may complain to review Panel pursuant to Regulation of the PPR 2008.

SECTION – 2

Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT clauses.	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<u>A- General</u>	
ITT 1.1	<p>The Purchaser is: Eastern Cables Limited. Representative: Head of Purchase Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: 02333301296, Fax No-88-031-02333301292, E-mail: purchase.easterncables@gmail.com</p> <p>The Name of the Tender is: Supply of 500 Kgs. Pigment (Red) and 200 Kgs. Pigment(Yellow)</p>
ITT 4.1	Tenderer's from the following countries are not eligible: Israel
ITT 5.1	Goods will be supplied as per technical specification. Tendered declared ineligible by the Government of Bangladesh are not eligible.
<u>B- Tender Document</u>	
ITT 8.1	<p>For clarification of Tender purposes only, the Purchaser's address is: Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: 02333301296, Fax No-88-031-02333301292, E-mail: purchase.easterncables@gmail.com</p>
ITT 9.1	A Pre-Tender meeting shall not be held.
<u>C- Qualification Criteria</u>	
ITT 12.1(a)	The Tenderer shall have a minimum of (03) three years of overall experience in the supply of goods and related services.
ITT 12.1 (b)	The Manufacturer shall have a minimum of (03) three years specific experience in the supply of goods.
ITT 12.1 (c)	The minimum production capacity or availability of equipment is/are: At least 5 M. Tons per month.
ITT 13.1(a)	N/A.
ITT 13.1(b)	For minimum amount of liquid asset or working capital or credit facility is 100% of quoted price; supported with a Bank Solvency Certificate:
<u>D- Preparation of Tender</u>	
ITT 16.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.
ITT 17.1(j)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <ul style="list-style-type: none"> i) Original written confirmation authorizing the signatory of the Tender: ii) Total monetary value of supply and related services for each of the last 3 years evidence by acceptable supply certificate. iii) Reports on the financial standing of the Tenderer, such as profit loss statements and corresponding auditor's report for the last 3 years iv) Articles of incorporation or Registration of Firm when applicable and as per tender document. v) 03 no. end user Performance certificate of last 3 (Three) years.
Contd..... 14.	

	vi) Factory/mill Test/Quality Certificate. vii) List of test equipments. viii) Valid ISO certificate of Manufacturer. ix) Up to date Trade Licence, Bank Solvency Certificate, VAT Registration Certificate and Income Tax clearance Certificate should be submitted (If applicable) x) Calibration certificate of the test equipment is N/A. xi) Original colour printed Catalogue/Brochure. xii) Manufacturer's authorization certificate
ITT 19.1	Alternative Tenders will not be permitted.
ITT 20.3	Tenders are being invited for a single lot/ more than one lot.
ITT 20.4	The Tenderer shall submit prices for the following incidental services: as stated in Price schedule of Goods (G-2)
ITT 21.2	Name of the foreign currency: USD/GBP/Euro/Yen.
ITT 22.2	Manufacturer's Authorisation Letter is required for all the items listed in Section 6: Schedule of Requirements.
ITT 26.1	The Tender validity period shall be 60 days from the date of tender opening.
ITT 27.1	The amount of the Tender Security shall be USD –300.00
ITT 28.1	In addition to the 01(one) Original of the Tender & 01 (one) Duplicate copy shall be submitted.
<u>E- Submission of Tender</u>	
ITT 29.2(b)	The Purchaser is: Eastern Cables Limited. <u>Representative: Head of Department.</u> <u>Attention:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296,</u> Fax No-88-031-02333301292, E-mail: purchase.easterncables@gmail.com The deadline for submission of Tenders is: [As specified in the Tender Notice]
ITT 29.2(c)	The inner and outer envelope shall bear the following additional identification marks: <ol style="list-style-type: none"> 1) Tender No. & Date 2) Brief Description of the materials. 3) Name & Address of the Purchaser. 4) Name & Address of the Tenderer.
<u>F-Opening and Evaluation of Tenders</u>	
ITT 33.1	The Purchaser is: Eastern Cables Limited. Representative: Head of Department. <u>Attention:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>02333301296,</u> Fax No-88-031-02333301292, E-mail: purchase.easterncables@gmail.com On Time & Date: [As specified in the Tender Notice]
ITT 42.3	The applicable economic factors for evaluation shall be as follows: "None"

ITT 42.4(a)	<p>The following quantification methods shall be applied. Evaluation shall be done on the basis of total price. Accordingly award will be given to the lowest responsive tendered. Adjustment expressed as a percentage: a rate of zero point five percent (0.5) per week but not exceeding 10% of the contract price.</p>
<u>G- Award of Contract</u>	
ITT 48.1	<p>The maximum percentage by which quantities per item may be increased is 10%. According to necessity and approval of competent authority. The maximum percentage by which quantities per item may be decreased is 10%. According to necessity and approval of competent authority.</p>
ITT 50.1	<p>Successful tendered shall be required to furnish a performance bond covering 10% (ten per cent) of total CFR value in form of an unconditional Bank Guarantee executed by any scheduled Bank of Bangladesh as per proforma enclosed. The performance Guarantee shall have to be valid for a period covering minimum 120 calendar days beyond the date of shipment of the goods. Performance bond must be furnished within 14 (Fourteen) days from the date of Notification of Award and as per terms stipulated thereon. Performance bond shall be enashed if the supplier fails to supply the goods in time or commits any breach of contract. Should the suppliers be adjudged insolvent the purchaser shall have the right to terminate the contract and forfeit the performance Guarantee submitted against the contract.</p>
ITT 53.2	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh.</p>

SECTION – 3

General Conditions of Contract

1. Definitions:

1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:

- (a) Completion Schedules means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
- (b) Contract Agreement means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
- (c) Contract Documents means the documents listed in the Contract Agreement, including any amendments thereto;
- (d) Contract Price means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;
- (e) Day means calendar day;
- (f) Delivery means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
- (g) GCC mean the General Conditions of Contract;
- (h) Goods means all of the commodities, raw materials, machineries and equipments, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Purchaser under the Contract, as specified in the PCC;
- (i) Government means the Government of the People’s Republic of Bangladesh;
- (j) Purchaser means the entity purchasing the Goods and Related Services, as specified in the PCC;
- (k) Related Services means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
- (l) PCC means the Particular Conditions of Contract;
- (m) Subcontractor means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract;
- (n) Supplier means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the PCC and the Contract Agreement, and includes the legal successors or permitted assigns of the Supplier;
- (o) Writing means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

2. Contract Documents:

2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices:

3.1 The company requires that Purchasers, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under company’s funds.

4. Interpretation:

4.1 Amendment:

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

4.2 Partial Supply:

- (a) If partial supply is specified in the Schedule of Requirements, references in the GCC to the Supply and to the Delivery Date shall apply to any portion of the Supply (other than references to the Completion Date for the whole of the Supply).

5. Documents Forming the Contract and Priority of Documents:

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

- (a) the signed Contract Agreement;
- (b) the letter of Notification of Award
- (c) the completed Tender Submission Sheet as submitted by the Tendered;
- (d) the completed Price Schedules as submitted by the Tendered;
- (e) the Particular Conditions of Contract;

- (f) the General Conditions of Contract;
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications;
 - (i) the Drawings, and;
 - (j) Any other document listed in the PCC as forming part of the Contract.
- 6. Eligibility:**
- 6.1 The Supplier and its Sub-Contractors shall have the nationality of a country other than those specified in the PCC.
- 6.2 All Goods and Related Services supplied under the Contract shall have their origin in the countries except those specified in the PCC.
- 7. Governing Language:**
- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in English, unless otherwise stated in the PCC. 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, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 8. Governing Law:**
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
- 9. Gratuities/Agency fees:**
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.
- 10. Joint Venture, Consortium or Association (JVCA):**
- 10.1 Deleted.
- 11. Confidential Information:**
- 11.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Sub-contractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 11.
- 11.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
- (a) The Purchaser or Supplier needs to share with institutions participating in the financing of the Contract;
 - (b) Now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract.
- 12. Communications and Notices:**
- 12.1 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.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

13. Patent and Intellectual Property Rights:

13.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 13.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property rights registered or otherwise existing at the date of the Contract by reason of:

- (a) The installation of the Goods by the Supplier or the use of the Goods in Bangladesh; and
- (b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

13.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 13.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

13.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

13.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

13.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

14. Copyright:

14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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. Assignment:

15.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser's prior written consent.

16. Sub contracting:

16.1 The Supplier shall obtain approval of the Purchaser in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

16.2 Subcontractors shall comply with the provisions of GCC Clause 3.

17. Supplier's Responsibleleitis:

17.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply in conformity in all respects with the provisions of the Contract Agreement.

18. Purchaser's Responsibleleitis:

18.1 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

19. Scope of Supply:

19.1 The Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.

19.2 Unless otherwise stipulated in the Contract, the 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 of the Goods and completion schedule of the Related Services as if such items were expressly mentioned in the Contract.

20. Change Orders and Contract Amendments:

20.1 The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 12, 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 furnished under the Contract are to be specifically manufactured for the Purchaser provided such changes do not materially affect the scope of supply;

- (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 20.2 If any such change 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/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.
- 20.3 Prices to be charged by the Supplier for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 21. Packing and Documents:**
- 21.1 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. During transit, 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.
- 21.2 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, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Purchaser.
- 22. Delivery and Documents and Acceptance:**
- 22.1 Subject of GCC Sub-clause 20.01, 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.
- 22.2 The 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.
- 23. Contract Price:**
- 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 23.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in the PCC.
- 24. Transportation:**
- 24.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Bangladesh, defined as the Site, transport to such place of destination including insurance, and other incidental costs, and temporary storage, if any, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 25. Spare Parts:**
- 25.1 Not Applicable.
- 26. Terms of Payment:**
- 26.1 The Contract Price, including any Advance Payments, if applicable, shall be in the manner as specified in the PCC.
- 26.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 22 and upon fulfilment of any other obligations stipulated in the Contract.
- 26.3 The Purchaser shall make payments promptly and indicated in the PCC.
- 27. Insurance:**
- 27.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the PCC.
- 28. Taxes and Duties:**
- 28.1 Supplier/Tendered shall be entirely responsible for all taxes, stamp duties, license fees, all Forwarding & Transportation and other cost such levies imposed outside the purchaser's country.
- 28.2 Customs & Import duties and all other Taxes payable directly to the Government of Bangladesh on account of import material and equipment will be paid by the purchaser.
- 29. Performance Security:**
- 29.1 In the case of Goods having warranty obligations the Performance Security shall be reduced to the amount specified in the PCC after delivery and acceptance of the Goods to cover the Supplier's warranty obligations in accordance with GCC Sub-Clause 32.3.

- 29.2 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 29.3 The Purchaser 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 Purchaser has notified him that he is; and
- (b) The Supplier has not paid an amount due to the Purchaser.
- 29.4 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Purchaser may forfeit the full amount of the Performance Security.
- 29.5 If there is no reason to call the Performance Security, it shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

30. Specifications and Standards:

- 30.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- 30.2 The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section-8: Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 30.3 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 Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 20.

31. Inspections:

- 31.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services.
- 31.2 The inspections and tests shall be conducted at the Eastern Cables Limited premises or in another place in Bangladesh if required. The contractor shall be furnished all drawings and production data to the inspectors at no cost to the Purchaser.
- 31.3 The Purchaser or its designated representative and supplier representative shall be entitled to attend the tests and/or inspections.
- 31.4 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 31.5 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice. If the goods are rejected by the purchaser, the supplier will replace or rectify the rejected Goods or parts thereof within 28 days upon issuing the notice by the purchaser.

32. Warranty:

- 32.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 32.2 Subject to GCC Sub-Clause 30.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.
- 32.3 Unless otherwise specified in the PCC, the warranty shall remain valid for Eighteen (18) months after supplied the Goods, or 12 (Twelve) month after installation, testing and commissioning of goods, which comes earlier.
- 32.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 32.5 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 Purchaser.
- 32.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

33. Extensions of Time:

- 33.1 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 pursuant to GCC Clause 22, the Supplier shall promptly notify the Purchaser in writing of the delay, it's likely duration, and

its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

34. Liquidated Damages:

34.1 Except as provided under GCC Clause 37, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of.

34.2 Delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 38.

35. Limitation of Liability:

35.1 Except in cases of criminal negligence or wilful misconduct,

(a) The Supplier shall not be liable to the Purchaser, whether in contract, 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 Purchaser.

(b) The aggregate liability of the Supplier to the Purchaser, 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 Purchaser with respect to patent infringement.

36. Change in Laws and Regulations:

36.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 23.

37. Force Majeure:

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

37.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

37.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

38. Termination:

38.1 Termination for Default:

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, may terminate the Contract in whole or in part:

(i) If 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 Purchaser pursuant to GCC Clause 33; or,

(ii) If the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 38.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

38.2 Termination for Insolvency:

(a) The Purchaser and the Supplier's may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event,

termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

38.3 **Termination for Convenience:**

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

39. **Settlement of Disputes:**

39.1 **Amicable Settlement**

- (a) The Purchaser 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.

39.2 **Arbitration:**

- (a) If the Parties are unable to reach a settlement as per GCC Clause 39.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 39.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC

Section – 4
Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1 (h)	The nature of the goods to be supplied are: Supply of 500 Kgs. Pigment (Red) and 200 Kgs. Pigment (Yellow).
GCC 1.1(j)	<u>The Purchaser is Eastern Cables Limited:</u> <u>Address:</u> Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh.
GCC 1.1(n)	The Supplier is : Name, address, and name of authorized representative (To be filled by the Tenderer)
GCC 5.1(j)	The following documents shall also be part of the Contract: As stated in the Tender Document.
GCC 6.1	Suppliers and Sub-contractors from the following countries are not eligible: Israel
GCC 6.2	Goods and Related Services from the following countries are not eligible: Israel
GCC 7.1	Routine correspondence between the parties may be in Bengali or English
GCC 12.1	<u>For notices, the Purchaser's contact details shall be:</u> <u>Attention:</u> The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Limited North Patenga, Chattogram-4204, Bangladesh Telephone No: <u>02333301296</u> , Fax No-88-031-02333301292, E-mail : purchase.easterncables@gmail.com For notices , the Supplier's contact details shall be: (To be filled by the Tenderer) <u>Attention:</u> <u>Address:</u> <u>Telephone:</u> <u>Fax number:</u> <u>Electronic mail address:</u>
GCC 21.2	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. Contract Number b. Name and address of Purchaser c. Country of origin d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of the content Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral. Additional marking and documentation within and outside the packages shall be: [Note: Arrow/Umbrella/Cup etc. shall be printed on the box to indicate upside of the box]

GCC 22.2	<p>Eastern Cables Limited reserves the right to cancel without informing the supplier or principals, any or all items not shipped within the specified delivery period and to purchase the same from any other source at the risk and expense of the supplier.</p> <p>The supplier will inform to purchaser before shipment the goods. Upon shipment, the supplier shall notify the purchaser and the insurance company by mail/Courier/Fax full details of the shipment including purchase order no./contract number, description of goods, quantity, the vessel, the bill of lading number, land date, port of loading, date of shipment, port of discharges, etc. The supplier shall mail the following documents to the purchaser, with a copy to insurance company. The documents to be provided are as follows:</p> <ol style="list-style-type: none"> (1) 6 (Six) copies of the Supplier's invoice showing goods description, quantity, unit price total amount. (2) 01 (one) original and 08 (Eight) copies of the Negotiable clean on board bill of lading marked freight prepaid and shipping documents and 08 (Eight) copies of non-negotiable bill of lading. (3) Packing list identifying contents of each package(six copies). (4) Insurance certificate (if applicable). (5) Manufacturer's warranty, supplier guarantee certificate stating quality, quantity and genuineness of goods. (6) Inspection certificate, issued by the nominated inspection Agency and the Manufacturer/factory inspection report. (7) Certificate of origin issued by the chamber of commerce or any other similar Institution mentioning origins of goods, including the manufacturer of the materials shipped. (8) Mill Test/Quality Certificate shall be provided. <p>The above documents shall be made available to the purchaser after shipment of (within 3 days) goods and if not received, the supplier will be responsible for any consequent expenses. The supplier shall ensure that the documents to be sent are free from any discrepancy. In case of any discrepancy in the document, 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 sets of documents shall be original, signed by the Local agent/Supplier. The commercial invoice is to show material values plus freight & insurance.</p> <p><u>SHIPPING DOCUMENTS:</u></p> <p>The shipping documents described above shall be received by the Eastern Cables Limited at the latest one week before arrival of cargoes at the port of destination. The number of shipping documents shall be supplied are as follows:</p> <ol style="list-style-type: none"> 1. Managing Director, Eastern Cables Limited, Patenga, Chattogram. 2. Head of Purchase, Eastern Cables Limited, Patenga, Chattogram. 3. Head of Accounts, Eastern Cables Limited, Patenga, Chattogram.
GCC 23.1	Not applicable
GCC 26.1	Not applicable

GCC 26.2	<p>Payment shall be made to the Tenderer under the terms and conditions of irrevocable letter of credit.</p> <p>I) 100 % Payment shall be arranged in favour of the beneficiary against full shipment through irrevocable letter of credit at sight under Cash/Upas/Credit/ grant or any untied source. The letter of credit shall be negotiable on presentation of the following documents:</p> <p>a) Complete set of original ‘Clean on Board’ Bill of Lading marked ‘freight pre-paid.</p> <p>b) Supplier’s invoice signed in ink.</p> <p>c) Buyer’s authorized pre-shipment inspection agent’s certificate.</p> <p>d) Shipment advice for insurance cover. e)Supplier’s guarantee certificate.</p> <p>f) Certificate of Origin from chamber of commerce. g)Mill test certificate.</p> <p>h) Certificate showing that the material has been shipped in a non-Israel flag vessel.</p> <p>i) Freight memo showing freight “pre-paid”.</p> <p>j) Bill of Exchange.</p> <p>k) Shipping Advice.</p> <p>II) Bank charges in Bangladesh for opening of the Letter of Credit shall be borne by the buyer & outside of Bangladesh shall be seller’s account. Any Bank changes for revalidation of amendment of the Letter of Credit on the request of the supplier shall be exclusively borne by the beneficiary and not by the buyer. However, amendments required due to any delay/lapse on the part of the buyer will be at buyer’s cost.</p> <p>III) All Bank charges outside of Bangladesh including Bank charges for Withdrawal against letter of credit established by the buyer shall be borne by seller.</p> <p>IV) Confirmation of letter of credit by foreign Bank(s) will not be entertained Trans Shipment of materials will not be allowed. However, under extra ordinary any circumstances this condition may be relaxed subject to the following condition:</p> <p>a) Total voyage period, the consignment will take to reach Chittagong Port must be indicated in the offer.</p> <p>b) Confirmation certificate from the transshipment port authority regarding transshipment shall be a part of negotiable documents.</p> <p>c) The document shall be negotiable after 7 days from the date of shipment.</p> <p>V) The Contract shall come into force after opening of L/C.</p> <p>VI) This document is the integral part of this contract.</p> <p>VII) Local agent’s commission will be paid equivalent Bangladeshi Currency (taka) on Submission of Bills in triplicate supported by copies of non-negotiable shipping Documents and clean M.R.R to be issued by the buyer at the exchange rate, which the bill of exchanges is negotiated.</p> <p>VIII) Custom clearance (C&F agency) cost is on Purchaser account. Inland transportation and Custom clearance (C&F agency) cost will be paid after receipt of goods at Eastern Cables Limited, Chattogram store with R & I report.</p>
GCC 27	<p><u>Customs duties, Taxes, Insurance :</u></p> <p>Eastern cables Limited Shall bear the cost of insurance (from M/s. The Sadharan Bima Corporation, Sk. Mujib Road, Pathantooly, Chittagong, Bangladesh, Fax No. 880-31-720609) as well as pay all duties, VAT, taxes assessed by customs authority and payable to customs authority for import of the materials in Bangladesh.</p>
GCC 29	<p>The Performance Security/Guarantee shall not be withdrawn until the Warranty period ends.</p>

GCC 31.	<p><u>The inspections and tests shall be as follows:</u></p> <ul style="list-style-type: none"> i) The buyer reserves the right to have the stores inspected before shipment by any agency of their choice. In that case inspection charges will be borne by the buyer. The name of inspecting agency will be intimated at the time placement of purchase order. The supplier will be liable to pay any expense for rejected stores and also for such inspection which will become payable to the inspector (s) due to multiple intervention/visits and or fruitless visit at the call of and to suit the convenience of the supplier. The inspector (s) should be provided with all facilities and assistance (viz. labour, materials, electricity, fuel, stores, apparatus, instruments etc. as may be required) to carry out his Job smoothly and without interference. The provision laid down above do not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of destination/buyer's warehouse at buyer's cost. ii) If any deviation/discrepancy(ies) is found during inspection against our contract or purchase order specification, instantly have to inform us by mail. iii) The PSI shall provide test reports to the purchaser duly signed by the PSI Company just after the inspection(within few hours of inspection) days after completion of QAT. The purchaser will issue written instruction to the supplier to deliver the goods to the purchaser's designated stores against satisfactory test report. iv) No goods/equipment shall be packed, prepared for shipment or dismantled for the purpose of packing unless it has been tested and approved by PSI Company or tests have been waived and written instruction have been received from the Purchaser. v) If any dissimilarity is observed during post delivery inspection on receive goods in respect to pre-inspected goods, the purchaser has to right, not to receive the goods in the purchaser's store.
GCC 32.5	N/A
GCC 34.1	<ul style="list-style-type: none"> i) Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods any be realized from the supplier/contractor. ii) In specific cases when delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidity damage, not over one percent per week or part thereof on the value of the undelivered goods may be charged. iii) In case of delay in delivery beyond one hundred days for importable item (s) purchase order/contract may be cancelled in which case the performance Guarantee shall be forfeited. iv) On genuine reasons/grounds beyond the control of the suppliers/contractors, extension of delivery period may, however, be granted by the purchase approving authority without realization of any liquidated damage provided validity of their performance Guarantee covers such extension.
GCC 34.2	The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract price.
GCC 39.3(b)	<ul style="list-style-type: none"> i) The buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the order/contract. ii) If the buyer and the supplier have not been able to resolve the dispute under or in connection with the order/contract amicably through direct negotiation, the dispute may be referred to the award of a sole arbitrator to be agreed by the parties, failing which the same shall be referred to arbitration by 2 (two) arbitrators, one to be nominated by the buyer and the other by the supplier, or in the case of the said arbitrators not agreeing then, to the award of an Umpire to be appointed by arbitrators in writing before proceeding with reference, and the decision of the sole arbitrators or of the arbitrators in the event of their not agreeing with umpire appointed by them as the case maybe shall be final and binding on the parties. Provisions of arbitration Act 1940 and rules there under and any statutory modification thereof shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh.

Section-5

Tender and Contract Forms

Form	Title
	Tender Forms
G – 1	Tender Submission Sheet
G – 2	Price Schedule
G – 3	Specifications Submission Sheet
G – 4	Tenderer Information Sheet
G – 5	Manufacturer’s Authorisation Letter
G – 6	Bank Guarantee for Tender Security
	Contract Forms
G – 7	Notification of Award
G – 8	Contract Agreement
G – 9	Bank Guarantee for Performance Security

Tender Submission Sheet (Form- G 1)

Invitation for Tender No:

Date:

To:

Head of Purchase Department.
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh.

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

The total price of our Tender, excluding price reduction(s) is:

Insert value in figures..... (Insert value in words).....

If applicable under Instruction to Tenderers (ITT) Sub-Clause 20.3, and in case we are awarded a contract for the discounts / cross- discounts offered, and the methodology for its application is:

We undertake, if our Tender is accepted, to deliver the goods in [] (weeks /months/days) from the date of L/C opening, in accordance with the delivery schedule specified in the Schedule of Requirements.

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in the Tender Data Sheet is attached in the form of a [bank guarantee] valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet and valid for a period of 4(Four) months beyond the date of last Shipment date of the goods & obligations under the Contract, including any warranty. We declare that ourselves, and any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and that the goods and related services will also be supplied from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

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.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of
the Tenderer.

Date:

Price Schedule for Supply of Pigment (Red) and Pigment (Yellow) (Form-G2)

Lot No.	Description of Item	Quantity In MT	-	Total, CFR(C), Chattogram Port
1.	Supply of Pigment (Red) Pigment (Yellow)	500 Kgs. 200 Kgs.	Unit (FOB) Price	
Unit Freight=				
Commission(If any)= =				
Grand Total, CFR(C), Chattogram Port=				

In words:

To be submitted:

1. Currency should be mentioned clearly.
2. Port of shipment & port of delivery should be mentioned clearly.

Signature of the tenderer with full address, date & seal

Specifications Submission and Compliance Sheet (Form G-3)

Specification of Pigment (Red) and Pigment (Yellow):

Lot No.	Description of Item	Country of Origin	Manufacturer	Full technical specification and Standards
1	Supply of Pigment (Red) Pigment (Yellow)			

N.B.:

1. The Tenderer shall fill up above data in supporting with Manufacturer technical specification (signed), printed brochure and catalogue.

Signature of the Tenderer with full address, date & seal

Tendered Information Sheet (Form- G4)

Notes on Tenderer Information Sheet

The information to be filled in by Tenderers in the following pages will be used for purposes of verification of eligibility and qualification of the Tendered as provided for in relevant Clauses of the Instructions to Tenderers.

A- Individual Tenderers

1. General Information of the Tendered	
1.1	Tenderer's Legal Name
1.2	Tenderer's legal address in Country of Registration
1.3	Tenderer's legal status
	Proprietorship
	Partnership (Registered under the Partnership Act, 1932)
	Limited Liability Concern (Registered under the Companies Act, 1913)
	Others
1.4	Tenderer's Year of Registration
1.5	Tenderer's business status
	Manufacturer
	Local Agent/Distributor of a foreign Manufacturer
	Stockist
	Others
1.6	Tenderer's Authorised Representative Information
	Name
	Address
	Telephone/Fax Numbers
	e-mail address
1.7	Tenderer's Value Added Tax Registration Number
1.8	Tenderer's Income Tax Identification Number (TIN)
1.9	Tendered to attach copies of the following documentation: <ul style="list-style-type: none"> (a) Articles of Incorporation or Registration of firm. (b) Latest Income Tax Clearance Certificate (c) Latest VAT Registration Certificate (d) Original letter naming the person authorised to sign on behalf of the Tendered (e) Others (to be completed by the Purchaser if required)

2. Qualification Information of the Tenderer		
2.1	Number of years of overall experience of the Tendered in the supply of goods and related services:	
2.2	Number of years of specific experience of the Tendered in the supply of similar goods and related services:	
2.3	Total annual monetary value of similar goods supplied in each of the last five years.	
2.4	Available liquid assets	
2.5	Details of production capacity/ equipment available:	
2.6	Major supplies of similar type of Goods over the last Three years. Also list details of supplies of similar type of Goods under way or committed, including expected delivery date.	
3. Financial Information of the Tendered		
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.	
3.2	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer	
3.3	Information on litigation in which the Tendered is, or has been, involved:	
	(a) Any case within the past Three years	
	Cause of Dispute	Result of Settlement and amount involved.
	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case
Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.		

Manufacturer's Authorisation Letter (Form G - 5)

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,

Bangladesh

Attention:

(Head of Purchase Department)

WHEREAS, we [name and address of manufacturer] are reputable manufacturers having factories at [list of places of factories].

THEREFORE, we do hereby:

1. Authorise [name of Tendered to submit a Tender in response to the Invitation for Tenders indicated above, the purpose of which is to provide the following Goods, [description of goods], manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and
2. Extend our full guarantee and warranty in accordance with GCC Clause 32, with respect to the Goods offered in the Tender.

Signed

In the capacity of:

Duly authorised to sign the authorisation for and
on behalf of

[name of manufacturer]

Date:

Bank Guarantee for Tender Security (Form-G6)

[This is the format for the Tender Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 27]

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,
Bangladesh

Attention:

Head of Purchase Department

Bank Guarantee No.

Issuing Date:

Amount:

Expiry Date:

Issued on Request of :

(Supplier's Name & Address)

TENDER GUARANTEE NO:

We have been informed that [name of Tendered] (hereinafter called "the Tendered") to you its Tender dated [date of Tender] (hereinafter called "the Tender") for the supply of [description of goods and related services] under the above Invitation for Tenders (hereinafter called "the IFT").

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

At the request of the Tendered, we [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Tk. [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Tendered is in breach of its obligation(s) under the Tender conditions, because the Tendered.

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tendered in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity,
 - (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form, This guarantee will expire if:
 - (a) the Tendered is the successful Tendered, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tendered as issued by you; or
 - (b) If the Tendered is not the successful Tendered, twenty eight days after the expiration of the Tenderer's Tender, being [date of expiration of the Tender].

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

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Notification of Award (Form-G7)

To:

This is to notify you that your Tender dated [insert date] for the Supply/execution of the Works for [name of project/Contract] for the Contract Price of Taka [amount in figures and words], as corrected and modified in accordance with the Instructions to Tenderers, has been approved by [name of Employer/Procuring Entity].

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) days of its issuance pursuant to ITT clause 49
- ii. furnish a Performance Security in the specified format and in the amount of Tk. [state amount in figures and words] within (14) fourteen days of issuance of this letter, in accordance with ITT clause 50
- iii. signing the Contract Agreement within twenty-one (28) days, in accordance with ITT clause 51

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

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

Signed

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

Date:

Contract Agreement (Form-G8)

THIS AGREEMENT made the [day] day of [month][year] between [name and address of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name and address of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, [brief description of goods and related services] and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka [Contract Price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
 2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Form of Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tendered;
 - (d) the completed Price Schedules as submitted by the Tendered;
 - (e) the Particular Conditions of Contract;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications and
 - (i) any other document listed in the PCC as forming part of the Contract.
 3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence of

Name

Bank Guarantee for Performance Security (Form G-9)

[This is the format for the Performance Security to be issued by a scheduled bank
in Bangladesh in accordance with ITT Clause 50]

Notification of Award No.

Date:

To:
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh.

Attention:
Head of Purchase Department

Performance Guarantee No.
Issuing Date:
Amount:
Expiry Date:
Issued on Request of :
(Supplier's Name & Address)

PERFORMANCE GUARANTEE NO:

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

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

At the request of the Supplier, we [name of bank & address with phone no.] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

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

Signature

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Section-6

Schedule of Requirements

Supply of Pigment (Red) Pigment (Yellow) as per attached specification.

Lot No.	Description of Item	Quantity	Point of delivery	Completion time
1	Supply of Pigment (Red) Pigment (Yellow)	500 Kgs 200 Kgs	CFR© Chattogram port.	<u>SHIPMENT PERIOD:</u> 30 days after opening of L/C.

Name of Tenderer:

Signature of Tenderer:

Date:

Section-7
SPECIFICATION OF PIGMENT (RED) AND (YELLOW)

Quantity: (500+200) Kgs.

SPECIFICATION:

Original Red and Yellow colour to be mixed with PVC mixture. The colour shade must satisfy the colour chart as per B.S. 6746C: 1969.

Catalogue/literature/shade card in English to be submitted with the offer.

SAMPLE: 250 gms sample must be supplied along with offer or at least 7(seven) working days submit the sample from the date of Tender opening. If the material is not earlier used/tested acceptance by Eastern Cables Limited.

PACKING : Net 10 kg in 4 ply kraft paper bag with one ply P.E liner and total quantity in wooden pallet.

The bidder shall have to submit the following documents along with Quotation:

1. Full technical Specifications and details.
2. Technical literature.
3. Mill Test Certificate.
4. Manufacturer's Certificate confirming the tender specification.
5. Information about supply records for last three years.
6. Principal/Manufacturer Bank Details for Opening L/C
7. Principal/Manufacturer e-mail address.

Name of Tenderer:

Signature of Tenderer:

Date:

Section – 8

Guaranteed Technical Particulars (GTP) For **Supply of 500 Kgs. Pigment (Red) and 200 Kgs Pigment (Yellow).**

(To be filled up by the Manufacturer in Manufacturer Letterhead pad, otherwise the bid shall be rejected)

Sl No.	Description	Unit	ECL Requirement	Bidder's Guaranteed Data
01	Manufacturer's Name & Address		To be mentioned	
02	Model/Brand Name		To be mentioned	
03	Country of Origin		To be mentioned	
04	Year of Manufacture		To be mentioned	
05	Reference Standard		To be mentioned	

[The Tenderer should complete all the columns as required]

Signature:

Name & Designation of tenderer

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

Signature

Name and Designation of Manufacturer

NOTE: EASTERN CABLES LTD. IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

**INTERNATIONAL TENDER ENQUIRY FOR
PROCUREMENT OF SOOT PASTE, QUANTITY- 5 M.T**

**INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F- 304 DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING ON SAME DAY AT 11.45 AM**



EASTERN CABLES LIMITED

(An Enterprise of Bangladesh Steel & Engineering Corporation)

North Patenga, Chattogram-4204, Bangladesh.

Telephone No: 02333301291, 02333301296,

Fax No-88-02333301292, E-mail: purchase.easterncables@gmail.com

[ISO 9001:2015 CERTIFIED COMPANY]

**NB: THE TENDER ENQUIRY NO: EC/PUR/F- 304, DATED: 22.10.2022 DUE TO
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING AT 11.45AM EASTERN
CABLES LIMITED SHARE OFFICE, BSEC BHABAN (4TH FLOOR), 102, KAZI
NAZRUL ISLAM AVENUE, DHAKA-1215 ON SAME DAY AT 11.45 AM”**

EASTERN CABLES LIMITED

COST OF TENDER DOCUMENTS TK. 1,000.00 PER SET (NON-REFUNDABLE)

**TENDER DOCUMENTS FOR PURCHASE OF SOOT PASTE, QUANTITY: 5 M.T UNDER
CASH/CREDIT/GRANT OR ANY UNTIED SOURCE.**

**N.B: ANY CONDITIONAL OFFER SHALL NOT BE ACCEPTED. SO, THE BIDDERS MUST
SUBMIT THEIR QUOTATIONS/BIDS FULLY COMPLYING THE TENDER TERMS
QUOTATIONS/BIDS ANY DEVIATION FROM THE TENDER TERMS & CONDITIONS
SHALL BE TREATED AS NON-RESPONSIVE.**

**“INTERNATIONAL TENDER ENQUIRY NO: EC/PUR/F- 304, DATED: 22.10.2022 DUE FOR
RECEIVING ON: 24.11.2022 AT 11.30 AM AND OPENING AT 11.45AM EASTERN CABLES
LIMITED SHARE OFFICE, BSEC BHABAN (4TH FLOOR), 102, KAZI NAZRUL ISLAM
AVENUE, DHAKA-1215 ON SAME DAY AT 11.45 AM”**

**N.B: IN CASE OF HARTAL, STRIKE, ANY HOLIDAY DECLARED BY THE GOVT. OR ANY
UNAVOIDABLE CIRCUMSTANCES THE TENDER WILL BE RECEIVED & OPENED NEXT
NORMAL WORKING DAY AS PER SCHEDULE TIME AS MENTIONED ABOVE**

**EASTERN CABLES LIMITED**

North Patenga, Chattogram, Bangladesh

Invitation for International Tender Notice (OTM) for following items

01.	Ministry		Ministry of Industries.			
02.	Name of Agency		Bangladesh Steel & Engineering Corporation, Dhaka.			
03.	Procuring Entity Name		Eastern Cables Limited, North Patenga, Chattogram.			
04.	S/L	Name of Procurement	Reference No. & Date	Cost of Tender Documents	Tender Security	Tender Receiving and Opening Date and Time. Date: 24.11.2022 Receiving on 11.30 AM Opening on 11.45 AM
	4.1	Antimony Tri-Oxide Quantity : 500 Kgs.	EC /PUR/F-301 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	
	4.2	Dibasic Lead Phthalate (Naftovin T-80) Quantity : 3 M.T	EC/PUR/F-302 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.3	Pigment (Red) & Pigment (Yellow) Quantity : 500 Kgs & 200 Kgs.	EC/PUR/F-303 dated: 22.10.2022	Taka- 1,000.00	USD - 300.00	
	4.4	Soot Paste Quantity : 5 M.T	EC/PUR/F-304 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
	4.5	Paraffin Wax Quantity- 3 M.T	EC/PUR/F-305 dated: 22.10.2022	Taka- 1,000.00	USD - 200.00	
	4.6	Gummed Cotton Tape Quantity- 2 M.T (1500 Kgs, 50mm & 500 Kgs, 30mm)	EC/PUR/F-306 dated: 22.10.2022	Taka- 1,000.00	USD - 600.00	
	4.7	Nylon Conducting Tape Quantity- 1 M.T Width: 50mm	EC/PUR/F-307 dated: 22.10.2022	Taka- 1,000.00	USD - 250.00	
05.	Budget and source of Funds		Own			
06.	Tender Last Selling Date		Dated: 23.11.2022			
07.	Selling of Tender Documents		1. Cash section, Controller of Accounts, BSEC Bhaban, Dhaka-1215. 2. Cash section, Head of Accounts, ECL, Chattogram.			
08.	Place of Receiving & Opening Tender Document		Eastern Cables Limited Share Office, BSEC Bhaban (4th floor), 102 Kazi Nazrul Islam Avenue, Dhaka-1215, Bangladesh.			
09.	Eligibility of Tenderer		As per Tender documents.			
10.	Brief Description of Goods		As per Tender documents specification.			
11.	Location of Delivery and Appointment		CFR© Chattogram Port.			
12.	Name of Official Inviting Tender		Head of Purchase Department			
13.	Designation of Official Inviting Tender		Engineer (Mechanical)			
14.	Address of Official Inviting Tender		Eastern Cables Limited, Patenga, Chattogram.			
						(Md. Golam Hidher) Engineer (Mechanical) Head of Purchase Department

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SECTION - 1

Instructions to Tenderers

A.General

1. Scope of Tender:

- 1.1 The Purchaser, as indicated in the Tender Data Sheet (TDS), issues this Tender Document for the supply of Goods, and Related Services 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 will be required to complete the delivery of the goods and related services (when applicable) as specified in the Particular Conditions of Contract (PCC).
- 1.3 **Throughout this Tender Document:**
 - (a) The term “in writing” means communicated in written form with proof of receipt.
 - (b) If the context so requires, singular means plural and vice versa.and
 - (c) “Day” means calendar day.

2. Source of Fund:

- 2.1 Companies Own Fund.

3. Corrupt, Fraudulent, Collusive or Coercive Practices:

- 3.1 The company requires that Purchase, as Tenderers and Suppliers shall observe the highest standard of ethics during the Implementation of procurement proceedings and the execution of contracts under company funds.
- 3.2 In pursuance of this requirement, the Purchaser shall:
 - (a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Tendered ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under companies funds;If it, at any time, determines that the Tendered has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under company funds.
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tendered to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tendered and the Purchaser related to matters of alleged fraud or corruption shall be in writing.
- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:-
 - (a) “corrupt practice” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
 - (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
 - (c) “collusive practice” means a scheme of arrangement among two or more Tenderers, with or without the knowledge of the Purchaser (prior to or after Tender submission), designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
 - (d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.
- 3.5 The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 38.1(c).
- 3.6 The Government requires that the Purchaser’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Tenderers:

- 4.1 This Invitation for Tender is open to eligible Tenderers from all countries, except for any specified in the TDS.
- 4.2 A 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 Purchaser.
- 4.1 The Tenderer shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause.

- 4.2 The Tenderer with a consistent history of litigation or a number of arbitration awards against it shall not be eligible to Tender. The Tendered shall supply the information requested in Para 3.3 of the Tenderer Information Sheet (Form G-4).
- 4.3 The Tenderer shall have the legal capacity to enter into the contract.
- 4.4 The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.5 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

5. Eligible Goods and Related Services:

- 5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
- 5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied.
- 5.3 The origin of goods and services is distinct from the nationality of the Tenderer.

6. Site Visit:

- 6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Tendered, 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.
- 6.2 The Tenderer should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 6.3 The costs of visiting the Site shall be at the Tenderer’s own expense.

B. Tender Document

7. Tender Document: Sections:

- 7.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.
 Instructions to Tenderers (ITT).
 Tender Data Sheet(TDS)
 General Conditions of Contract (GCC).
 Particular Condition of Contract(PCC)
 Tender and Contract Forms.
 Schedule of Requirements.
 Technical Specifications & Drawing.
- 7.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.
- 7.3 The Tendered is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.

8. Tender Document: Clarification :

- 8.1 prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the TDS. The Purchaser will respond in writing to any request for clarification received no later than seven (07) days prior to the deadline for submission of Tenders.
- 8.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 8.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 10 and ITT Sub-Clause 30.3.

9. Tender Document Pre-Tender Meeting:

- 9.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.
- 9.2 The Tenderer is requested to submit any questions in writing so as to reach the Purchaser not later than five (5) days prior to the date of the meeting.
- 9.3 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 seven (7) days to all those who purchased the Tender Document. Any modification to the Tender Document listed in ITT Sub-Clause 7.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Amendment pursuant to ITT Clause 10 and not through the minutes of the pre-Tender meeting.
- 9.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tendered.

10. Tender Document: Amendment:

- 10.1 At any time prior to the deadline for submission of Tenders, the Purchaser for any reason, on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
- 10.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 10.3 To give a prospective Tendered reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 30.3. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Purchaser, if so requested by a substantial number of Tenderers.

C. Qualification Criteria

11. General Criteria:

- 11.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience, reputation, and the personnel to perform the contract.
- 11.2 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tendered shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots

12. Experience Criteria:

- 12.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
- A) A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;
 - B) The specific experience in the supplying of related goods and services as specified in the TDS;
 - C) a minimum production capacity or availability of equipment as specified in the TDS;
- and.
- D) in case of a Tenderer offering to supply goods which the Tendered did not manufacture or otherwise produce, the Tendered has been duly authorized by the goods' manufacturer or producer to supply the goods.

13. Financial Criteria:

- 13.1 The Tenderer shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
- A) The satisfactory completion of supply of goods of value stated in the TDS under a single contract in the last three years; and
 - B) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.

D - Tender Preparation

14. Tender: Only One:

- 14.1 A Tenderer shall submit only one (1) Tender for each item, either individually. A Tendered who submits or participates in more than one (01) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.

15. Tender: Preparation Costs:

- 15.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

16. Tender: Language

- 16.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English or Bangla language, unless specified otherwise in the TDS. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 16.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

17. Tender: Contents of Tender:

- 17.1 The Tender prepared by the Tenderer shall comprise the following:
- (a) The Tender Submission Sheet (Form G-1);
 - (b) The Price Schedule (Form G-2) completed in accordance with ITT Clauses 18, 20 and 21;

- (c) Original Tender Security (Form G-6) completed in accordance with ITT Clause 27;
- (d) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 18;
- (e) Alternative Tenders, if permitted, in accordance with ITT Clause 19;
- (f) Written confirmation authorising the signatory of the Tender to commit the Tendered, in accordance with ITT Clause 28;
- (g) Documentary evidence in accordance with ITT Clause 22 establishing the Tenderer's eligibility to Tender, including the Tendered Information Sheet (Form G-4) and the Manufacturer's Authorisation Letter (Form G-5), when applicable;
- (h) Documentary evidence in accordance with ITT Clauses 23 and 37 that the Goods and Related Services are of eligible origin and conform to the Tender Document;
- (I) Documentary evidence in accordance with ITT Clause 24 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and Any other document as specified in the TDS.

18. Tender: Submission Sheet, Price Schedules and Specifications Submission Sheet:

- 18.1 The Tenderer shall submit the completed Tender Submission Sheet (Form G-1) as furnished in Section 5: Tender and Contract Forms. This document 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 non-responsive.
- 18.2 The Tenderer shall submit the completed Price Schedule for Goods and Related Services (Form G-2) as furnished in Section 5: Tender and Contract Forms.
- 18.3 The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section 5: Tender and Contract Forms.
- 18.4 All the documents mentioned in ITT clauses 18.1 to 18.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.

19. Tender: Alternatives:

- 19.1 Unless otherwise stated in the TDS, alternative Tenders shall not be considered.

20. Tender: Prices and Discounts:

- 20.1 The prices and discounts quoted by the Tenderer in the Tender Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 20.2 All items for each lot, as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). For any item listed in the Schedule of Requirements, but not shown in the Price Schedule, it shall be assumed that the item is not included in the Tender. For any item listed in the Schedule of Requirements, but shown un-priced in the Price Schedule, it shall be assumed that the price is included in the prices of other items. In all cases the Tender shall be evaluated in accordance with ITT Sub-Clause 20.3.
- 20.3 Tenders are being invited either for individual lots or for any combination of lots and prices quoted shall correspond to 100% of the items and quantities specified for each lot. If so indicated in the TDS Contracts may be awarded on a lot-by-lot basis and Tenderer's wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each lot or combination of lots.
- 20.4 The Tendered shall indicate on the Price Schedule (Form G-2) the unit prices (where applicable) and the total price of the lot it proposes to supply under the contract.

21. Tender: Currency:

- 21.1 For expenditure that will be incurred in Bangladesh, the Tendered shall quote the prices in Bangladesh Taka.
- 21.2 For expenditure that will be incurred outside Bangladesh, the Tendered may quote the prices in USD or GBP or EURO or JPY as specific in TDS.

22. Tendered Documents Establishing Eligibility:

- 22.1 The Tendered shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and, in particular, shall complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section 5: Tender and Contract Forms; and
- 22.2 If so specified in the TDS, a Tendered that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation Letter (Form G-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.

23. Goods and Related Services Documents Establishing Eligibility:

- 23.1 To establish the conformity of the Goods and Related Services to the Tender Document, the Tendered shall furnish as part of its Tender the documentary evidence that the goods conform to Section 7: Technical Specifications.

- 23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating the substantial responsiveness of the Goods and Related Services to those requirements of Section 7: Technical Specifications, and if applicable, a statement of deviations and exceptions. The Tendered shall note that standards for workmanship, material, and equipment as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards/ brand names, etc. in its tender provided that it demonstrates to the Purchaser's satisfaction that substitutions ensure substantial equivalence.

24. Tenderers: Documents Establishing Qualifications:

- 24.1 Tenderers shall submit documentary evidence to meet the qualification criteria specified in Sub-Section C, Qualification Criteria of the ITT.
- 24.2 Tenderers shall submit the Tendered Information Sheet (Form G-4) furnished in Section 5: Tender and Contract Forms.
- 24.1 Tenderers shall include the following information and documents with their Tenders:
- a) Total monetary value of similar goods supplied for each of the last three (3) years.
 - b) Details of major supplies of similar types of Goods over the last three (3) years, and clients who may be contacted for further information on those contracts;
 - c) Financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
 - d) Authority to seek references from the Tenderer's Bankers; and Information on past (3 years) litigation in which the Tendered has been involved or in which the Tendered is currently involved.

25. Tenderer: Disqualification:

- 25.1 The Purchaser shall disqualify a Tendered who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, the Purchaser may declare such a Tendered ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.
- 25.2 The Purchaser may disqualify a Tendered who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

26. Tender: Validity:

- 26.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by the Purchaser, pursuant to ITT Clause 30. A Tender valid for a shorter period shall reject by the Purchaser as non-responsive.
- 26.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 27, shall also be suitably extended promptly. If a Tendered 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 Tendered agreeing to the request will not be required or permitted to modify its Tender.

27. Tender: Security:

- 27.1 The Tendered shall furnish as part of its Tender, a Tender Security in original form (Form G-6) and in the amount specified in the TDS.
- 27.2 The Tender Security shall:
- a) At the Tenderer's option be either;
 - (i) in the form of a bank draft or pay order from schedule Bank in Bangladesh ; or
 - (ii) in the form of an irrevocable bank guarantee (Form G-6) issued by a Scheduled Bank in Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
 - b) Be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 27.5 being invoked; and
 - c) Remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under ITT Clause 26.2.
- 27.3 A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 27.2, shall be rejected by the Purchaser as non-responsive.
- 27.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 26.1 and 26.2. The Tender Security of the successful Tendered will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 51 and signing the Contract Agreement.
- 27.5 The Tender Security may be forfeited:
- (a) if a Tendered withdraws its Tender during the period of Tender validity specified by the Tendered on the Tender Submission Sheet, except as provided in ITT Sub-Clause 26.2; or

- (b) if the successful Tendered fails to:
 - (i) Accept the correction of its Tender Price pursuant to ITT Sub-Clause 39.2; or
 - (ii) Furnish a Performance Security in accordance with ITT Clause 50; or
 - (iii) Sign the Contract in accordance with ITT Clause 51.

28. Tender Format and Signing:

- 28.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 17.1 and clearly mark it "ORIGINAL". In addition, the Tendered 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.
- 28.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tendered. This authorisation shall consist of a written authorisation and shall be attached to the Tendered Information Sheet (Form G-4). The name and position held by each person signing the authorisation 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 or initialled by the person signing the Tender.
- 28.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E. Tender Submission

29. Tender: Sealing and Marking:

- 29.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as "ORIGINAL" and "DUPLICATE", "TRIPLICATE", "QUADRUPLICATE." The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.
- 29.2 The inner and outer envelopes shall:
 - (a) Bear the name and address & sign of the Tendered;
 - (b) Be addressed to the Purchaser at the address specified in the TDS;
 - (c) Bear the name of the Tender and the Tender Number as specified in the TDS; and
 - (d) Bear a statement "DO NOT OPEN BEFORE" the time and date for Tender opening as specified in the TDS.
- 29.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 29.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

30. Tender: Submission Deadline:

- 30.1 Tenders must be received by the Purchaser at the address specified in ITT Sub-Clause 29.2 no later than the date and time as specified in the TDS.
- 30.2 Tenderers shall be delivered their tenders by hand registered mail or sent by courier as stated in TDS.
- 30.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 10, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

31. Tender: Submitted Late:

- 31.1 Any Tender received by the Purchaser after the deadline for submission of Tenders in accordance with ITT Clause 31 shall be declared late, will be rejected, and returned unopened to the Tendered.

32. Tender: Modification, Substitution or Withdrawal:

- 32.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 28.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
 - (a) submitted in accordance with ITT Clauses 28 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "MODIFICATION" "SUBSTITUTION," OR "WITHDRAWAL," and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 30.
- 32.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 32.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 32.3 No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 30.

F.Tender Opening and Evaluation

33. Tender: Opening:

- 33.1 The Purchaser shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 32, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 32 shall not be opened. Tenderer or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a register evidencing their attendance.
- 33.2 The name of the Tendered, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts and alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Purchaser's Tender Opening Committee.
- 33.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tendered upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tendered and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 33.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tendered.
- 33.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tendered pursuant to ITT Clause 31.

34. Tender: Confidentiality:

- 34.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.

35. Tender: Clarification:

- 35.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 39.

36. Tendered Contacting the Purchaser:

- 36.1 Following the opening of the Tenders and until the Contract is signed no tendered shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 36.2 Any effort by a Tendered to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 36.3 Notwithstanding ITT Sub Clause 36.1, from the time of Tender opening to the time of Contract award, if any Tendered wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.

37. Tender: Responsiveness:

- 37.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 37.2 A substantially 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 performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Tendered presenting substantially responsive Tenders.
- 37.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.
- 37.4 There shall be no requirement as to the minimum number of responsive Tenders.

38. Tender: Non-conformities, Errors, and Omissions:

- 38.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 38.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submits 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 price of the Tender. Failure by the Tenderer to comply with the request may result in the rejection of its Tender.

39. Tender: Correction of Arithmetical Errors:

- 39.1 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 39.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-clause 39.1, is found it shall be immediately notified to the concerned Tenderer.
- 39.3 Any Tendered that does not accept the correction of errors as determined by the application of ITT Sub-clauses 39.1, its Tender shall be disqualified and its Tender Security may be forfeited.

40. Tender: Preliminary Examination:

- 40.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 17 has been provided, and to determine the completeness of each document submitted.
- 40.2 The Purchaser shall assess whether the Tenderer's Qualifications as per Section C are substantially met. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 41 and 42.

41. Tender: Technical Evaluation:

- 41.1 The Purchaser shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tenderer without any material deviation or reservation.
- 41.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 23, to confirm that all requirements specified in Section 7: Technical Specifications, have been met without any material deviation or reservation.
- 41.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 37, it shall reject the Tender.

42. Tender: Financial Evaluation:

- 42.1 The Purchaser shall thirdly evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 42.2 To evaluate a Tender, the Purchaser shall consider the following:
 - (a) The Tender price as quoted in accordance with ITT Clauses 18 and 20, excluding local taxes (VAT and other taxes) which will be payable on the goods if contract is awarded);
 - (b) Price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 39.1;
 - (c) The applicable economic factors of evaluation set out in ITT Sub-Clause 42.3.
- 42.3 42.3 The Purchaser's economic evaluation of a Tender will take into account, in addition to the delivered price offered in accordance with ITT Sub-Clause 18.1, one or more of the factors affecting the economic value of the Tender from the list below, as specified in the TDS, and as quantified in ITT Sub-Clause 42.5:
 - (a) The delivery schedule offered in the Tender; and
 - (b) The projected operating and maintenance costs during the anticipated life-cycle of the spare parts;
 - (c) The performance and productivity of the equipment offered; or
 - (d) any other specific criteria as specified in Section 7: Technical Specifications.
- 42.4 For those factors specified in ITT Sub Clause 42.4 which are selected to be considered in the evaluation of the Tenders, one or more of the following quantification methods shall be applied, as specified in the TDS.
 - (a) Delivery schedule:
 - (i) The goods covered under the IFT are required to be delivered at the time specified in Section6: Schedule of Requirements. Treating the Tender with the earliest delivery as the base, a delivery

‘adjustment’ will be calculated for other Tenders for the purpose of evaluation, by applying a Percentage, as specified in the TDS, of the Tender price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.

or

- (ii) The goods covered under the IFT are required to be delivered within an acceptable range of weeks as specified in Section 6: Schedule of Requirements. No credit shall be allowed to earlier deliveries, and Tenders offering delivery beyond this range shall be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added, for the purpose of evaluation, to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in Section 6: Schedule of Requirements.

or

- (iii) The goods covered under the IFT are required to be delivered in partial shipments, as specified in Section 6: Schedule of Requirements. Tenders offering deliveries later than the specified deliveries will be adjusted for the purpose of evaluation by adding to the Tender price a factor equal to a percentage, as specified in the TDS, of the Tender price per week of variation from the specified delivery schedule.

- (b) Projected operating and maintenance costs:
Operating and maintenance costs of the goods will be evaluated in accordance with the criteria specified in the TDS or in Section 7: Technical Specifications.

- (c) Performance and productivity of the equipment:

- (i) Tenderer shall state the guaranteed performance or efficiency of their equipment offered in response to Section 7: Technical Specifications. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the TDS will be added to the Tender price for the purpose of evaluation, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in Section 8: Technical Specifications.

or

- (i) Equipment offered shall have a minimum productivity specified under the relevant provision in Section 7: Technical Specifications, to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender prices for the purpose of evaluation, using the methodology specified in Section 8: Technical Specifications.

- (d) Specific additional criteria:

Other specific additional criteria to be considered in the evaluation and the evaluation method to be used for such criteria shall be as specified in the TDS and/or Section 7: Technical Specifications.

43. Tender: No Negotiation:

43.1 No negotiation shall be held with the lowest or any other Tenderer.

43.2 A Tenderer shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender.

44. Tender: Comparison:

44.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 42.

45. Tenderers: Post-qualification :

45.1 The Purchaser shall determine to its satisfaction whether the Tendered that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.

45.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tendered, pursuant to ITT Clause 24, to clarifications in accordance with ITT Clause 35 and the qualification criteria indicated in ITT Clauses 11, 12 and 13. Factors not included therein shall not be used in the evaluation of the Tenderer’s qualification.

45.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tendered. A negative determination shall result in rejection of the Tenderer’s Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.

46. Tenders: Purchaser’s Right to Accept or to Reject Any or All:

46.1 The Purchaser reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for the Purchaser’s actions.

G - Contract Award

47. Award Criteria:

- 47.1 The Purchaser shall award the Contract to the Tendered whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tendered is determined to be qualified to perform the Contract satisfactorily.

48. Purchaser's Right to Vary Quantities:

- 48.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

49. Notification of Award:

- 49.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tendered, in writing, that its Tender has been accepted.
- 49.2 Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
- 49.3 The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

50. Performance Security:

- 50.1 Within Fourteen (14) days from the issuing of Notification of Award from the Purchaser, the successful Tenderer shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-9) furnished in Section 5: Tender and Contract Forms.
- 50.2 The Performance Security shall be valid 4(four) month beyond the date of last Shipment of the goods.
- 50.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

51. Contract: Signing:

- 51.1 At the same time as the Purchaser issues the Notification of Award to the successful Tendered for the Contract signing.
- 51.2 Twenty eight (28) days from the issuing of the Notification of Award the successful Tendered shall sign the Contract Agreement.
- 51.3 Failure of the successful Tendered to submit the Performance Security pursuant to ITT Clause 50 or sign the Contract pursuant to ITT Sub-Clause 51.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tendered at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.
- 51.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tendered, the Purchaser shall discharge and return the successful Tenderer's Tender Security.

52. Advising Unsuccessful Tendered:

- 52.1 Upon the successful Tendered furnishing Performance Security pursuant to ITT Clause 50, and signing the Contract pursuant to ITT Clause 51, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.
- 52.2 The Purchaser shall promptly respond in writing to any unsuccessful Tendered who, after notification in accordance with ITT Sub-Clause 52.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.

53. Tendered Right to complain:

- 53.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a branch of a duty imposed on the Purchaser by the Public Procurement Regulations (2008)
- 53.2 The complaint shall firstly be process through an administrative review following the procedures set act in Regulation of the PPR-2008. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS
- 53.3 If not satisfied with the outcome of the administrative review, the Tendered may complain to review Panel pursuant to Regulation of the PPR-2008.

SECTION – 2

Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics 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: Eastern Cables Limited. Representative: Head of Department. Attention Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>2333301296</u> , Fax No-88-031-2333301292, E-mail: purchase.easterncables@gmail.com
	The Name of the Tender is: Supply of Soot Paste.
ITT 4.1	Tenderer's from the following countries are not eligible: Israel
ITT 5.1	Goods will be supplied as per technical specification. Tendered declared ineligible by the Government of Bangladesh are not eligible.
ITT 6:	N/A.
<u>B. Tender Document</u>	
ITT 8.1	For clarification of Tender purposes only, the Purchaser's address is: Attention Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>2333301296</u> , Fax No-88-031-2333301292, E-mail: purchase.easterncables@gmail.com
ITT 9.1	A Pre-Tender meeting shall not be held.
<u>C. Qualification Criteria</u>	
ITT 12.1(a)	The Tenderer shall have a minimum of (03) three years of overall experience in the supply of goods and related services.
ITT 12.1 (b)	The Manufacturer shall have a minimum of (03) three years specific experience in the supply of aforesaid goods.
ITT 12.1 (c)	The minimum production capacity or availability of equipment is/are: At least 250.00 Tons per month.
ITT 13.1(a)	N/A.
ITT 13.1(b)	For minimum amount of liquid asset or working capital or credit facility is 100% of quoted price; supported with a Bank Solvency Certificate:
<u>D. Preparation of Tender</u>	
ITT 16.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.
ITT 17.1(j)	The Tendered shall submit with its Tender the following additional documents: i) Original written confirmation authorizing the signatory of the Tender: ii) Total monetary value of supply and related services for each of the last 3 years evidence by acceptable supply certificate iii) Reports on the financial standing of the Tendered, such as profit loss statements and corresponding auditor's report for the last 3 years iv) Articles of incorporation or Registration of Firm when applicable and as per tender document.

	<p>v) 03 no. End user Performance certificate of last 3 (Three) years.</p> <p>vi) Factory/mill Test/Quality Certificate.</p> <p>vii) List of test equipments.</p> <p>viii) Valid ISO certificate of Manufacturer.</p> <p>ix) Up to date Trade Licence, Bank Solvency Certificate, VAT Registration Certificate and Income Tax clearance Certificate should be submitted (If applicable)</p> <p>x) Calibration certificate of the test equipment is N/A.</p> <p>xi) Original colour printed Catalogue/Brochure.</p> <p>xii) Manufacturer's authorization certificate</p>
ITT 19.1	Alternative Tenders will not be permitted.
ITT 20.3	Tenders are being invited for a single lot/ more than one lot.
ITT 20.4	The Tenderer shall submit prices for the following incidental services: as stated in Price schedule of Goods (G-2)
ITT 21.2	Name of the foreign currency: USD or GBP or Euro or JPY.
ITT 22.2	Manufacturer's Authorisation Letter is required for all the items listed in Section 6: Schedule of Requirements.
ITT 26.1	The Tender validity period shall be 60 days from the date of tender opening.
ITT 27.1	The amount of the Tender Security shall be USD - 250.00
ITT 28.1	In addition to the 01(one) Original of the Tender & 01 (one) copy shall be submitted.
<u>E. Submission of Tender</u>	
ITT 29.2(b)	<p>The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>2333301296,</u> Fax No-88-031-2333301292, E-mail: purchase.easterncables@gmail.com The deadline for submission of Tenders is: [As specified in the Tender Notice]</p>
ITT 29.2(c)	<p>The inner and outer envelope shall bear the following additional identification marks:</p> <ol style="list-style-type: none"> 1) Tender No. & Date 2) Brief Description of the materials. 3) Name & Address of the Purchaser. 4) Name & Address of the Tenderer.
<u>F. Opening and Evaluation of Tenders</u>	
ITT 33.1	<p>The Purchaser is: Eastern Cables Limited. Representative: Head of Department. Attention Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram-4204, Bangladesh. Telephone No: <u>2333301296,</u> Fax No-88-031-2333301292, E-mail: purchase.easterncables@gmail.com On Time & Date: [As specified in the Tender Notice]</p>
ITT 42.3	The applicable economic factors for evaluation shall be as follows: "None"
	Contd..... 15.

ITT 42.4(a)	<p>The following quantification methods shall be applied. Evaluation shall be done on the basis of total price. Accordingly award will be given to the lowest responsive tendered. Adjustment expressed as a percentage: a rate of zero point five percent (0.5) per week but not exceeding 10% of the contract price.</p>
<u>G - Award of Contract</u>	
ITT 48.1	<p>The maximum percentage by which quantities per item may be increased is 10%. According to necessity and approval of competent authority. The maximum percentage by which quantities per item may be decreased is 10%. According to necessity and approval of competent authority.</p>
ITT 50.1	<p>The successful tenderer shall be required to furnish a performance bond covering 10% (ten per cent) of total CFR value or total value of the contract in form of an unconditional Bank Guarantee executed by any scheduled Bank of Bangladesh as per proforma enclosed. The performance Guarantee shall have to be valid for a period covering minimum 120 calendar days beyond the date of shipment/ delivery of the goods. Performance bond must be furnished within 14 (Fourteen) days from the date of issuance of Notification of award and as per terms stipulated thereon. Performance bond shall be encharged if the supplier fails to supply the goods in time or commits any breach of contract. Should the suppliers be adjudged insolvent the purchaser shall have the right to terminate the contract and forfeit the performance Guarantee submitted against the contract.</p>
ITT 53.2	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is: <u>Address:</u> Head of Purchase Department Eastern Cables Ltd. North Patenga, Chattogram, Bangladesh.</p>

SECTION – 3

General Conditions of Contract

1. Definitions:

- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) **Contract Agreement** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
 - (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
 - (d) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;
 - (e) **Day** means calendar day;
 - (f) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
 - (g) **GCC** mean the General Conditions of Contract;
 - (h) **Goods** means all of the commodities, raw materials, machineries and equipments, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Purchaser under the Contract, as specified in the PCC;
 - (i) **Government** means the Government of the People’s Republic of Bangladesh;
 - (j) **Purchaser** means the entity purchasing the Goods and Related Services, as specified in the PCC;
 - (k) **Related Services** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
 - (l) **PCC** means the Particular Conditions of Contract;
 - (m) **Subcontractor** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract;
 - (n) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the PCC and the Contract Agreement, and includes the legal successors or permitted assigns of the Supplier;
 - (o) **Writing** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

2. Contract Documents:

- 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices:

- 3.1 The company requires that Purchasers, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under company’s funds.

4. Interpretation:

- 4.1 Amendment
- (a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 4.2 Partial Supply
- (a) If partial supply is specified in the Schedule of Requirements, references in the GCC to the Supply and to the Delivery Date shall apply to any portion of the Supply (other than references to the Completion Date for the whole of the Supply).

5. Documents Forming the Contract and Priority of Documents:

- 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the signed Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tenderer;
 - (d) the completed Price Schedules as submitted by the Tendered;

- (e) the Particular Conditions of Contract;
- (f) the General Conditions of Contract;
- (g) the Schedule of Requirements;
- (h) the Technical Specifications;
- (i) the Drawings, and;
- (j) Any other document listed in the PCC as forming part of the Contract.

6. Eligibility:

- 6.1 The Supplier and its Sub-Contractors shall have the nationality of a country other than those specified in the PCC.
- 6.2 All Goods and Related Services supplied under the Contract shall have their origin in the countries except those specified in the PCC.

7. Governing Language:

- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in English, unless otherwise stated in the PCC. 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, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

8. Governing Law:

- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

9. Gratuities/Agency fees:

- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.

10. Joint Venture, Consortium or Association (JVCA):

- 10.1 Deleted

11. Confidential Information:

- 11.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 11.
- 11.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
 - (a) The Purchaser or Supplier needs to share with institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract.

12. Communications and Notices:

- 12.1 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.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

13. Patent and Intellectual Property Rights:

13.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 13.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property rights registered or otherwise existing at the date of the Contract by reason of:

- (a) The installation of the Goods by the Supplier or the use of the Goods in Bangladesh; and
- (b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

13.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 13.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

13.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

13.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

13.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

14. Copyright:

14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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. Assignment:

15.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser's prior written consent.

16. Sub contracting:

16.1 The Supplier shall obtain approval of the Purchaser in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

16.2 Subcontractors shall comply with the provisions of GCC Clause 3.

17. Supplier's Responsibilities :

17.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply in conformity in all respects with the provisions of the Contract Agreement.

18. Purchaser's Responsibilities:

18.1 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

19. Scope of Supply:

19.1 The Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.

19.2 Unless otherwise stipulated in the Contract, the 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 of the Goods and completion schedule of the Related Services as if such items were expressly mentioned in the Contract.

20. Change Orders and Contract Amendments:

20.1 The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 12, 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 furnished under the Contract are to be specifically manufactured for the Purchaser provided such changes do not materially affect the scope of supply;
 - (b) The method of shipment or packing;
 - (c) The place of delivery; and
 - (d) The Related Services to be provided by the Supplier.
- 20.2 If any such change 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/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.
- 20.3 Prices to be charged by the Supplier for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

21. Packing and Documents:

- 21.1 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. During transit, 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.
- 21.2 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, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Purchaser.

22. Delivery and Documents and Acceptance:

- 22.1 Subject of GCC Sub-clause 20.01, 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.
- 22.2 The 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.

23. Contract Price:

- 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 23.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in the PCC.

24. Transportation:

- 24.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Bangladesh, defined as the Site, transport to such place of destination including insurance, and other incidental costs, and temporary storage, if any, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

25. Spare Parts:

- 25.1 Not applicable.

26. Terms of Payment:

- 26.1 The Contract Price, including any Advance Payments, if applicable, shall be in the manner as specified in the PCC.
- 26.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 22 and upon fulfilment of any other obligations stipulated in the Contract.
- 26.3 The Purchaser shall make payments promptly and indicated in the PCC.

27. Insurance:

- 27.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the PCC.

28. Taxes and Duties:

- 28.1 Supplier/Tendered shall be entirely responsible for all taxes, stamp duties, license fees, all Forwarding & Transportation and other cost such levies imposed outside the purchaser's country.
- 28.2 Customs & Import duties and all other Taxes payable directly to the Government of Bangladesh on account of import material and equipment will be paid by the purchaser.

29. Performance Security:

- 29.1 In the case of Goods having warranty obligations the Performance Security shall be reduced to the amount specified in the PCC after delivery and acceptance of the Goods to cover the Supplier's warranty obligations in accordance with GCC Sub-Clause 32.3.
- 29.2 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 29.3 The Purchaser 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 Purchaser has notified him that he is; and
 - (b) The Supplier has not paid an amount due to the Purchaser.
- 29.4 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Purchaser may forfeit the full amount of the Performance Security.
- 29.5 If there is no reason to call the Performance Security, it shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

30. Specifications and Standards:

- 30.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- 30.2 The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section-8: Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 30.3 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 Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 20.

31. Inspections:

- 31.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services.
- 31.2 The inspections and tests shall be conducted at the manufacturer premises or in another place in Bangladesh if required. The contractor shall be furnished all drawings and production data to the inspectors at no cost to the Purchaser
- 31.3 The Purchaser or its designated representative and supplier representative shall be entitled to attend the tests and/or inspections.
- 31.4 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 31.5 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice. If the goods are rejected by the purchaser, the supplier will replace or rectify the rejected Goods or parts thereof within 28 days upon issuing the notice by the purchaser.

32. Warranty:

- 32.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 32.2 Subject to GCC Sub-Clause 30.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.
- 32.3 Unless otherwise specified in the PCC, the warranty shall remain valid for Eighteen (18) months after supplied the Goods, or 12 (Twelve) month after installation, testing and commissioning of goods, which comes earlier.
- 32.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 32.5 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 Purchaser.
- 32.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

33. Extensions of Time:

33.1 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 pursuant to GCC Clause 22, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

34. Liquidated Damages:

34.1 Except as provided under GCC Clause 37, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of

34.2 Delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 38.

35. Limitation of Liability:

35.1 Except in cases of criminal negligence or wilful misconduct,

- (a) The Supplier shall not be liable to the Purchaser, whether in contract, 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 Purchaser and
- (b) The aggregate liability of the Supplier to the Purchaser, 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 Purchaser with respect to patent infringement.

36. Change in Laws and Regulations:

36.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 23.

37. Force Majeure:

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

37.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

37.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

38. Termination:

38.1 Termination for Default:

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, may terminate the Contract in whole or in part:
 - (i) if 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 Purchaser pursuant to GCC Clause 33; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 38.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

38.2 Termination for Insolvency.

- (a) The Purchaser and the Supplier's may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

38.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

39. Settlement of Disputes:

39.1 Amicable Settlement

- (a) The Purchaser 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.

39.2 Arbitration

- (a) If the Parties are unable to reach a settlement as per GCC Clause 39.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 39.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC

Section – 4
Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1 (h)	The nature of the goods to be supplied are: Supply of SOOT PASTE
GCC 1.1(j)	The Purchaser is: Eastern Cables Limited. Address: Head of Purchase Department Eastern Cables Limited. North Patenga, Chattogram, Bangladesh.
GCC 1.1(n)	The Supplier is : Name, address, and name of authorized representative (To be filed by the Tenderer)
GCC 5.1(j)	The following documents shall also be part of the Contract: As stated in the Tender Document.
GCC 6.1	Suppliers and Sub-contractors from the following countries are not eligible: Israel
GCC 6.2	Goods and Related Services from the following countries are not eligible: Israel
GCC 7.1	Routine correspondence between the parties may be in Bengali or English
GCC 12.1	For notices, the Purchaser’s contact details shall be: Attention: The name and address of the office where complaints to the Procuring Entity are to be submitted is: Address: Head of Purchase Department Eastern Cables Limited North Patenga, Chattogram, Bangladesh Telephone No: <u>2333301296</u> , Fax No-88-031-2333301292, E-mail : purchase.easterncables@gmail.com For notices , the Supplier’s contact details shall be: (To be filled by the Tenderer) Attention: Address: Telephone: Fax number: Electronic mail address:
GCC 21.2	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. Contract Number b. Name and address of Purchaser c. Country of origin d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of the content Upright markings, where appropriate, shall be placed on all four vertical sides of the package. All materials used for packing shall be environmentally neutral. Additional marking and documentation within and outside the packages shall be: [Note: Arrow,/Umbrella/Cup etc. shall be printed on the box to indicate upside of the box]

GCC 22.2	<p>Eastern Cables Limited.Reserves the right to cancel without informing the supplier or principals, any or all items not shipped within the specified delivery period and to purchase the same from any other source at the risk and expense of the supplier.</p> <p>The supplier will inform to purchaser before shipment the goods. Upon shipment, the supplier shall notify the purchaser and the insurance company by mail/Courier/Fax full details of the shipment including purchase order No/contract number, description of goods, quantity, the vessel, the bill of lading number, land date, port of loading, date of shipment, port of discharges, etc. The supplier shall mail the following documents to the purchaser, with a copy to insurance company.</p> <p>The documents to be provided are as follows:</p> <ol style="list-style-type: none"> (1) 6 (Six) copies/sets of the Supplier’s invoice showing goods description, quantity, unit price total amount. (2) Complete set of original clean on board bill of lading marked freight prepaid 6(Six) copies. and other non-negotiable shipping documents. (2) Packing list identifying contents of each package(six copies). (4) Insurance certificate (if applicable). (5) Manufacturer’s warranty, supplier guarantee certificate stating quality, quantity and genuineness of goods. (6) Inspection certificate, issued by the nominated inspection Agency and the Manufacturer/factory inspection report. (7) Certificate of origin issued by the chamber of commerceor any other similar Institution mentioning origins of goods, including the manufacturer of the materials shipped. (8) Mill Test/Quality Certificate shall be provided. <p>The above documents shall be made available to the purchaser after shipment of (within 3 days)goods and if not received, the supplier will be responsible for any consequent expenses. The supplier shall ensure that the documents to be sent are free from any discrepancy. In case of any discrepancy in the document, 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.</p> <p>The negotiable sets of documents shall be original, signed by the Local agent/Supplier. The commercial invoice is to show material values plus freight & insurance.</p> <p>SHIPPING DOCUMENTS: The shipping documents described above shall be received by the Eastern Cables Limited at the latest one week before arrival of cargoes at the port of destination. The number of shipping documents shall be supplied are as follows:</p> <ol style="list-style-type: none"> 1. Head of Purchase, Eastern Cables Limited. 2. Head of Accounts, Eastern Cables Limited. 3. Insurance Company (Sadharan Bima Corporation, Chattogram)
GCC 23.1	Not applicable.
GCC 26.1	Not applicable.

GCC 26.2	<p>Payment shall be made to the Tenderer under the terms and conditions of irrevocable letter of credit.</p> <p>I) 100 % Payment shall be arranged in favour of the beneficiary against full shipment through irrevocable letter of credit at sight under Cash/Upas/Credit/ grant or any untied source. The letter of credit shall be negotiable on presentation of the following documents: -</p> <p>a) Complete set of original ‘Clean on Board’ Bill of Lading marked ‘freight pre-paid.</p> <p>b) Supplier’s invoice signed in ink.</p> <p>c) Buyer’s authorized pre-shipment inspection agent’s certificate.</p> <p>d) Shipment advice for insurance cover. e)Supplier’s guarantee certificate.</p> <p>e) Certificate of Origin from chamber of commerce. g)Mill test certificate.</p> <p>f) Certificate showing that the material has been shipped in a non-Israel flag vessel.</p> <p>g) Freight memo showing freight “pre-paid”.</p> <p>h) Bill of Exchange.</p> <p>i) Shipping Advice</p> <p>II) Bank charges in Bangladesh for opening of the Letter of Credit shall be borne by the buyer & outside of Bangladesh shall be seller’s account. Any Bank changes for revalidation of amendment of the Letter of Credit on the request of the supplier shall be exclusively borne by the beneficiary and not by the buyer. However, amendments required due to any delay/lapse on the part of the buyer will be at buyer’s cost.</p> <p>Local manufacturer/Supplier are also eligible to participate in this tender.</p> <p>In case of local supply free delivery up to ECL site basis. Payment shall be made after supply of goods on submission of following documents:</p> <p>i) Invoice, ii) delivery challan, iii) Vat Challan, iv) MRR Certificate to be issued by the buyer v) Guarantee Certificate.</p> <p>However, payment shall also be made against ILC provided all Bank Charges including IL/C Commission borne by Local supplier.</p> <p>III) All Bank charges outside of Bangladesh including Bank charges for Withdrawal against letter of credit established by the buyer shall be borne by seller.</p> <p>IV) Confirmation of letter of credit by foreign Bank(s) will not be entertained Trans Shipment of materials will not be allowed. However, under extra ordinary any circumstances this condition may be relaxed subject to the following condition:</p> <p>a) Total voyage period, the consignment will take to reach Chittagong Port must be indicated in the offer.</p> <p>b) Confirmation certificate from the transshipment port authority regarding transshipment shall be a part of negotiable documents.</p> <p>c) The document shall be negotiable after 7 days from the date of shipment.</p> <p>V) The Contract shall come into force after opening of L/C.</p> <p>VI) The Tender document is the integral part of the contract.</p> <p>VII) Local agent’s commission will be paid equivalent Bangladeshi Currency (taka) on submission of Bills in triplicate supported by copies of non-negotiable shipping documents and clean M.R.R to be issued by the buyer at the exchange rate, which the bill of exchanges is negotiated.</p> <p>VIII) Custom clearance (C&F agency) cost is on Purchaser account. Inland transportation and Custom clearance (C&F agency) cost will be paid after receipt of goods at Eastern Cables Limited, Chittagong store with R & I report.</p>
GCC 27	<p><u>Customs duties, Taxes, Insurance :</u></p> <p>Eastern cables Limited shall bear the cost of insurance (from M/s. The Sadharan Bima Corporation, Sk. Mujib Road, Pathantooly, Chattogram, Bangladesh, Fax No. 880-31-720609) as well as pay all duties, VAT, taxes assessed by customs authority and payable to customs authority for import of the materials in Bangladesh.</p>
GCC 29	<p>The Performance Security/Guarantee shall not be withdrawn until the Warranty period ends.</p>

GCC. 31.	<p>The inspections and tests shall be as follows:</p> <ul style="list-style-type: none"> i) The buyer reserves the right to have the stores inspected before shipment by any agency of their choice. In that case inspection charges will be borne by the buyer. The name of inspecting agency will be intimated at the time placement of purchase order. The supplier will be liable to pay any expense for rejected stores and also for such inspection which will become payable to the inspector (s) due to multiple intervention/visits and or fruitless visit at the call of and to suit the convenience of the supplier. The inspector (s) should be provided with all facilities and assistance (viz. labour, materials, electricity, fuel, stores, apparatus, instruments etc. as may be required) to carry out his Job smoothly and without interference. The provision laid down above does not restrain the buyer from a detailed inspection of quality and quantity of the cargo on arrival of the same at the port of destination/buyer's warehouse at buyer's cost. ii) If any deviation/discrepancy(ies) is found during inspection against our contract or purchase order specification, instantly have to inform us by mail. iii) The PSI shall provide test reports to the purchaser duly signed by the PSI Company just after the inspection (within few hours of inspection) days after completion of QAT. The PSI will issue instruction to the supplier to deliver the goods to the purchaser's designated stores against satisfactory test report. iv) No goods/equipment shall be packed, prepared for shipment or dismantled for the purpose of packing unless it has been tested and approved by PSI Company or tests have been waived and written instruction have been received from the Purchaser. v) If any dissimilarity is observed during post delivery inspection on receive goods in respect to pre-inspected goods, the purchaser has to right, not to receive the goods in the purchaser's store.
GCC 32.5	N/A
GCC 34.1	<ul style="list-style-type: none"> i) Liquidity damage equivalent to half percent per week or part thereof on the value of the undelivered goods any be realized from the supplier/contractor. ii) In specific cases when delay in delivery is likely to cause dislocation of work and financial loss, a higher rate of liquidity damage, not over one percent per week or part thereof on the value of the undelivered goods may be charged. iii) In case of delay in delivery beyond one hundred days for importable item (s) purchase order/contract may be cancelled in which case the performance Guarantee shall be forfeited. iv) On genuine reasons/grounds beyond the control of the suppliers/contractors, extension of delivery period may, however, be granted by the purchase approving authority without realization of any liquidated damage provided validity of their performance Guarantee covers such extension.
GCC 34.2	The maximum amount of liquidated damages shall be: Ten (10%) percent of the Contract price.
GCC 39.3(b)	<ul style="list-style-type: none"> i) The buyer and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the order/contract. ii) If the buyer and the supplier have not been able to resolve the dispute under or in connection with the order/contract amicably through direct negotiation, the dispute may be referred to the award of a sole arbitrator to be agreed by the parties, failing which the same shall be referred to arbitration by 2 (two) arbitrators, one to be nominated by the buyer and the other by the supplier, or in the case of the said arbitrators not agreeing then, to the award of an Umpire to be appointed by arbitrators in writing before proceeding with reference, and the decision of the sole arbitrators or of the arbitrators in the event of their not agreeing with umpire appointed by them as the case maybe shall be final and binding on the parties. Provisions of arbitration Act 1940 and rules there under and any statutory modification thereof shall deem to apply to the said arbitration. The place of arbitration shall be Dhaka, Bangladesh.

Section-5 Tender and Contract Forms

Form	Title
Tender Forms	
G – 1	Tender Submission Sheet
G – 2	Price Schedule
G – 3	Specifications Submission Sheet
G – 4	Tenderer Information Sheet
G – 5	Manufacturer’s Authorisation Letter
G – 6	Bank Guarantee for Tender Security
Contract Forms	
G – 7	Notification of Award
G – 8	Contract Agreement
G – 9	Bank Guarantee for Performance Security

Tender Submission Sheet (Form G – 1)

Invitation for Tender No:

Date:

To:

Head of Purchase Department
Eastern Cables Limited.
North Patenga, Chattogram-4204,
Bangladesh.

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

The total price of our Tender, excluding price reduction(s) is:

Insert value in figures..... (Insert value in words).....

If applicable under Instruction to Tenderers (ITT) Sub-Clause 20.3, and in case we are awarded a contract for the discounts / cross- discounts offered, and the methodology for its application is:

We undertake, if our Tender is accepted, to deliver the goods in [] (weeks / months/days) from the date of L/C opening, in accordance with the delivery schedule specified in the Schedule of Requirements.

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in the Tender Data Sheet is attached in the form of a [bank guarantee] valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet and valid for a period of 4(Four) months beyond the date of last Shipment date of the goods & obligations under the Contract, including any warranty. We declare that ourselves, and any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and that the goods and related services will also be supplied from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

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.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of
the Tenderer.

Date:

Price Schedule for Supply of SOOT PASTE

(Form-G2)

Tender no: EC/PUR/F-262. Date: 03.12.2019.

Lot No.	Description of Item	Quantity In MT	Unit (FOB)(Premium) / Local Premium Price (USD) or equivalent	Grand Total CFR(C) Price
1.	SOOT PASTE	5 M.T	-	-
FOB Premium Price =				
Freight =				
Commission(If any)=				
Grand Total Price, CFR(C) =				

In words:

To be submitted:

1. Currency should be mentioned clearly.
2. Port of shipment & port of delivery should be mentioned clearly.

Signature of the tenderer with full address, date & seal

Specifications Submission and Compliance Sheet (Form G-3)

Material Specification:

Lot No.	Description of Item	Country of Origin	Manufacturer	Full technical specification and standards
1	SOOT PASTE			

N.B.:

1. The Tenderer shall fill up above data in supporting with Manufacturer technical specification (signed), printed brochure and catalogue.

Signature of the Tenderer with full address, date & seal

Tenderer Information Sheet (Form G-4)

Notes on Tenderer Information Sheet

The information to be filled in by Tenderers in the following pages will be used for purposes of verification of eligibility and qualification of the Tendered as provided for in relevant Clauses of the Instructions to Tenderers.

Tender No.EC/PUR/F- 304 ; Date: 22.10.2022.

A. Individual Tenderers

1. General Information of the Tenderer	
1.1	Tenderer's Legal Name
1.2	Tenderer's legal address in Country of Registration
1.3	Tenderer's legal status
	Proprietorship
	Partnership (Registered under the Partnership Act, 1932)
	Limited Liability Concern (Registered under the Companies Act, 1913)
	Others
1.4	Tenderer's Year of Registration
1.5	Tenderer's business status
	Manufacturer
	Local Agent/Distributor of a foreign Manufacturer
	Stockist
	Others
1.6	Tenderer's Authorised Representative Information
	Name
	Address
	Telephone/Fax Numbers
	e-mail address
1.7	Tenderer's Value Added Tax Registration Number
1.8	Tenderer's Income Tax Identification Number (TIN)

Contd..... 32.

1.9	Tendered to attach copies of the following documentation:	(a) Articles of Incorporation or Registration of firm. (b) Latest Income Tax Clearance Certificate (c) Latest VAT Registration Certificate (d) Original letter naming the person authorised to sign on behalf of the Tendered. Others (to be completed by the Purchaser if required)
2. Qualification Information of the Tendered:		
2.1	Number of years of overall experience of the Tenderer in the supply of goods and related services:	
2.2	Number of years of specific experience of the Tenderer in the supply of similar goods and related services:	
2.3	Total annual monetary value of similar goods supplied in each of the last five years.	
2.4	Available liquid assets	
2.5	Details of production capacity/ equipment available:	
2.6	Major supplies of similar type of Goods over the last Three years. Also list details of supplies of similar type of Goods under way or committed, including expected delivery date.	
3. Financial Information of the Tenderer:		
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.	
3.2	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer	
3.3	Information on litigation in which the Tendered is, or has been, involved:	
	(a) Any case within the past Three years	
	Cause of Dispute	Result of Settlement and amount involved
	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case
Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.		

Manufacturer's Authorisation Letter (Form G - 5)

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,

Bangladesh

Attention:

(Head of Purchase Department)

WHEREAS, we [name and address of manufacturer] are reputable manufacturers having factories at [list of places of factories].

THEREFORE, we do hereby:

1. Authorise [name of Tenderer] to submit a Tender in response to the Invitation for Tenders indicated above, the purpose of which is to provide the following Goods, [description of goods], manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and
2. Extend our full guarantee and warranty in accordance with GCC Clause 32, with respect to the Goods offered in the Tender.

Signed

In the capacity of:

Duly authorised to sign the authorisation for and
on behalf of

[name of manufacturer]

Date:

Bank Guarantee for Tender Security (Form G - 6)

[This is the format for the Tender Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 27]

To:

Easten Cables Limited.

North Patenga, Chattogram-4204,
Bangladesh

Attention:

Head of Purchase Department

Bank Guarantee No.

Issuing Date:

Amount:

Expiry Date:

Issued on Request of :

(Supplier's Name & Address)

TENDER GUARANTEE NO:

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

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

At the request of the Tenderer, we [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Tk. [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer.

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity,
 - (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form, This guarantee will expire if:
 - (a) the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
 - (b) if the Tenderer is not the successful Tenderer, twenty eight days after the expiration of the Tenderer's Tender, being [date of expiration of the Tender].

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

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Notification of Award (Form G - 7)

To,

This is to notify you that your Tender dated [insert date] for the Supply/execution of the Works for [name of project/Contract] for the Contract Price of Taka [amount in figures and words], as corrected and modified in accordance with the Instructions to Tenderers, has been approved by [name of Employer/Procuring Entity].

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) days of its issuance pursuant to ITT clause 49
- ii. furnish a Performance Security in the specified format and in the amount of Tk. [state amount in figures and words] within (14) fourteen days of issuance of this letter, in accordance with ITT clause 50
- iii. signing the Contract Agreement within twenty-one (28) days, in accordance with ITT clause 51

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

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

Signed

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

Date:

Contract Agreement (Form G - 8)

THIS AGREEMENT made the [day] day of [month][year] between [name and address of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name and address of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, [brief description of goods and related services] and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka [Contract Price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Form of Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tenderer;
 - (d) the completed Price Schedules as submitted by the Tenderer;
 - (e) the Particular Conditions of Contract;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications and
 - (i) any other document listed in the PCC as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence of

Name

Bank Guarantee for Performance Security (Form G-9)

[This is the format for the Performance Security to be issued by a scheduled bank in Bangladesh in accordance with ITT Clause 50]

Notification of Award No.

Date:

To:

Eastern Cables Limited.

North Patenga, Chattogram-4204,
Bangladesh.

Attention:

Head of Purchase Department

Performance Guarantee No.

Issuing Date:

Amount:

Expiry Date:

Issued on Request of :

(Supplier's Name & Address)

PERFORMANCEGUARANTEE NO:

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

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

At the request of the Supplier, we [name of bank & address with phone no.] hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

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

Signature

Signature

(Official Seal and Full Address, Phone No. of the Bank)

Section-6

Schedule of Requirements

Supply Soot Paste of as per attached specification.

Tender No.EC/PUR/F- 304 ; Date: 22.10.2022

Lot No.	Description of Item	Quantity	Point of delivery	Completion time
1.	Soot Paste	5 MT	CFR© Chattogram port/ ECL Store.	<u>SHIPMENT PERIOD:</u> Shipment shall have to be effected within 30 days after opening of L/C.

Name of Tenderer:

Signature of Tenderer:

Date:

Section-7

SPECIFICATION OF SOOT PASTE (Carbon black paste for PVC)

Quantity: 5 M.T.

1. Physical form : Soot Paste, Carbon Black Paste for PVC.
2. Carbon Black Content: 30% ±1%
3. DOP Content : 70% ±1%
4. Fineness of Grind : 7.0 Hegman (12.5 micron)

Soot paste when mixed as per formulation with PVC mixture, the color shade must satisfy the color chart as per specification B.S. 6746c: 1969.

PACKING: Packing must be 50 kg, net material packed in new steel drum. Drums should be tightly sealed and suitable for easy handling.

SAMPLE: Minimum 5 Kg sample to be submitted by the new Bidders/suppliers along with the offer. If the material has not been earlier used or tested for acceptance by ECL. The sample must be submitting at least 7(seven) working days from the date of Tender opening.

The bidder shall have to submit the following documents along with Quotation:

1. Full technical Specifications and details.
2. Technical literature.
3. Mill Test Certificate.
4. Manufacturer's Certificate confirming the tender specification.
5. Information about supply records for last three years.
6. Principal/Manufacturer Bank Details for Opening L/C
7. Principal/Manufacturer e-mail address.

Name of Tenderer:

Signature of Tenderer:

Date:

Section-8:
Guaranteed Technical Particulars (GTP) For
Supply of Soot Paste.

(To be filled up by the Manufacturer in Manufacturer Letterhead pad, otherwise the bid shall be rejected)

S/L No.	Description	Unit	ECL Requirement	Bidder's Guaranteed Data
01.	Manufacturer's Name & Address		To be mentioned	
02.	Model/Brand Name		To be mentioned	
03.	Country of Origin		To be mentioned	
04.	Year of Manufacture		To be mentioned	

[The Tenderer should complete all the columns as required]

Signature:

Name & Designation of tenderer

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

Signature

Name and Designation of Manufacturer

NOTE:

EASTERN CABLES LTD. IS NOT BOUND TO ACCEPT THE LOWEST TENDER AND RESERVES THE RIGHT TO REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASON WHATSOEVER.