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**Government of the People's Republic of Bangladesh  
Department of Land Records and Surveys(DLRS)  
28 Shaheed Tajuddin Ahmad Sarani,  
Tejgaon, Dhaka-1208.**

**TENDER DOCUMENT**

**FOR**

**THE**

**Procurement of Computer and Spares with its  
related accessories and training for DLRS  
(Lot No.2)**

**Invitation for Tender No: DLRS/TA(JICA)/1/2011/Part-III/146  
Issued on: 07/12/2011  
Tender Package No: GD2 (Lot-2)**

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# Section 1. Instructions to Tenderers

## A. General

1. **Scope of Tender**
  - 1.1 The Procuring Entity, as indicated in the Tender Data Sheet (**TDS**) wishes to issues these Tender Documents for the supply of Goods, and Related Services incidental thereto, detailed in **Section 6: Schedule of Requirements**.
2. **Corrupt, Fraudulent, Collusive or Coercive Practices**
  - 2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
    - (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
    - (b) abiding by the code of ethics as mentioned in the Rule127 of the Public Procurement Rules, 2008;
    - (c) that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in the Rule 127.
  - 2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -
    - (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
    - (b) reject any recommendation for award that had been proposed for that concerned Tenderer or;
    - (c) declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
3. **Eligible Tenderers**
  - 3.1 If so specified in **TDS**, only Enlisted Tenderers of the categories specified in the **TDS** are eligible to participate in the Tender under **Limited Tendering Method (LTM)**.
  - 3.2 In case of **Open Tendering Method**, invitation for Tenders is open to all potential Tenderers.
  - 3.3 The Tenderer shall have the legal capacity to enter into the Contract.
  - 3.4 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules, 2008.
  - 3.5 The Tenderer in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 2.
  - 3.6 The Tenderer is solvent, e.g. the Tenderer is financially capable to perform the contract for the proposed Procurement.

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- 3.7 The Tenderer shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh

## B. Tender Document

### 4. Clarification of Tender Documents

- 4.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the **TDS** before two-third of time allowed for preparation and submission of Tender elapses.

### 5. Addendum to Tender Documents

- 5.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an addendum pursuant to Rule 95 of the Public Procurement Rules, 2008.

## C. Tender Preparation

### 6. Contents of Tender

- 6.1 The Tender prepared by the Tenderer shall comprise the following:
- (a) Tender Submission Letter (**Form PG2-1**) as furnished in Section 4: Tender Forms, which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be considered as non-responsive as being incomplete;
  - (b) The completed Price Schedule for Goods and Related Services (**Form PG2-2**);
  - (c) **Tender Security** as stated under ITT Clause **12 & 13** ;
  - (d) The completed Specifications Submission and Compliance Sheet (**Form PG2-3**);
  - (e) Written confirmation authorising the signatory of the Tender to commit the Tenderer (**Attachment 1 of Form PG2-1**);
  - (f) A certificate issued by the competent authority stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number (as applicable);
  - (g) Valid Trade License;

### 7. Tender Prices

- 7.1 Tenders are being invited either for one or more items on an '**item-by-item**' basis or a single lot or for a number of lots on '**lot-by-lot**' basis, as specified in the **TDS**.
- 7.2 All lots or items as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule following the **Form PG2-2**. The price to be quoted in the Tender Submission Letter shall be the total price of the Tender
- 7.3 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit rates, prices and the total Tender price submitted by the Tenderer

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- 8. Tender Currency** 8.1 All prices shall be quoted in Bangladesh Taka.
- 9. Documents Establishing the Conformity of the Goods and Related services** 9.1 To establish the conformity of the Goods and Related Services to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods and Related services conform to the technical specifications and standards in Section 7, Technical Specifications.
- 10. Technical Criteria** 10.1 The completed Specifications Submission and Compliance Sheet details the minimum specification of the goods required. The goods offered must meet this specification, but no credit will be given for exceeding the specification.
- 11. Validity Period of Tender** 11.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity.  
11.2 A Tender valid for a period shorter than that specified shall be considered as non-responsive.
- 12. Tender Security** 12.1 Tender Security as specified in **TDS**.
- 13. Form of Tender security** 13.1 The Tender Security shall be at the Tenderer's option, be either in the form of a bank draft or pay order.  
13.2 The Tender Security may be in the form of an irrevocable bank guarantee issued by a scheduled Bank of Bangladesh, in the format (**Form PG2-4**) furnished in Section 5: Tender and Contract Forms.  
13.3 The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.  
13.4 Tender not accompanied by a valid Tender Security shall be considered as non-responsive.
- 14. Forfeiture of Tender Security** 14.1 The Tender security pursuant to Rule 25 of the Public Procurement Rules,2008 may be forfeited if a Tenderer:  
(a) withdraws its Tender after opening of Tenders but within the validity of the Tender; or  
(b) refuses to accept a Notification of Award ; or  
(c) fails to furnish performance security; or  
(d) refuses to sign the Contract ; or  
(e) does not accept the correction of the Tender price following the correction of arithmetic errors

## **D. Tender Submission**

- 15. Deadline for Submission of tenders** 15.1 Tenders shall be delivered to the Procuring Entity at the address specified in the **TDS** and no later than the date and time specified in the **TDS**. Late submissions will be not be considered.

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## E. Tender Opening and Evaluation

- 16. Tender Opening** 16.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of The Public Procurement Rule, 2008 as specified in the **TDS** but no later than **ONE HOUR** after expiry of the submission date line.
- 17. Evaluation of Tenders** 17.1 The Tender Evaluation Committee (**TEC**) may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after tender opening following four steps:
- (a) Preliminary Examination;
  - (b) Technical Examinations and Responsiveness;
  - (c) Financial evaluation and price comparison;
  - (d) Post-qualification of the lowest evaluated responsive Tenders.
- 18. Preliminary Examination** 18.1 The TEC shall **firstly** examine the Tenders to confirm that all documentation requested in ITT Clause 6 has been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order below:
- (a) verification of the completeness of the eligibility declaration in the Tender Submission Letter (**Form PG2-1**);
  - (b) verification of the Trade License ;
  - (c) verification of the eligibility requirements as stated under **ITT Clause 3** ;
  - (d) verification of the written authorization confirming the signatory of the Tenderer to commit the Tender has been attached with Tender Submission Letter (**Form PG2-1**);
  - (e) verification of the Tender Security, if applicable.
- 18.2 The TEC shall confirm that the above documents and information have been provided in the Tender and the completeness of the documents and compliance of instructions given in corresponding ITT Clauses shall be verified, failing which the tender shall be considered as non-responsive.
- 19. Technical Examinations & Responsiveness** 19.1 Only those Tenders surviving preliminary examination need to be examined in this phase.
- 19.2 **Secondly**, the TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below:
- (a) verification and examination of the documentary evidence and completed Specification Submission Sheet (Form PG2-3) to establish the conformity of the Goods and Related Services to the Tender Documents.
  - (b) verification and examination of the documentary evidence that Tenderer has met all the requirements in regards to

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scope of Supply as stated under Section 6, Schedule of Requirements, without any material deviation or reservation.

- 19.3 TEC may consider a Tender as responsive in the evaluation, only if comply with the mandatory requirements as stated under Clause 19.2
- 20. Clarification on Tender**
- 20.1 The TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to assist the examination and evaluation of the Tenders.
- 20.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.
- 21. Correction of Arithmetical Errors**
- 21.1 The TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) pursuant to Rule 98(11) of the Public Procurement Rule, 2008.
- 21.2 Any Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors as determined by the application of ITT Sub-Clause 21.1 shall be considered as non-responsive.
- 22. Financial Evaluation**
- 22.1 **Thirdly** the TEC, pursuant to Rule 98 of the Public Procurement Rules, 2008, will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set out in the Tender Document
- 22.2 To evaluate a Tender in this stage, the Procuring Entity shall consider the following:
- (a) Verification and examination of the Price Schedule for Goods and Related Services (Form PG2-2);
  - (b) Evaluation will be done for each Item or lot by lot;
  - (c) Adjustment for correction of arithmetical errors
- 23. Price Comparison**
- 23.1 The TEC shall compare all responsive Tenders to determine the lowest-evaluated Tender.
- 24. Negotiation**
- 24.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer pursuant to Rule 99 of the Public Procurement Rules, 2008.
- 25. Post-qualification**
- 25.1 After determining the lowest-evaluated responsive tender as sated under ITT Sub-Clause 23.1, the TEC pursuant to Rule 100 of the Public Procurement Rules, 2008, shall carry out the Post-Qualification of the Tenderer.

## **F. Contract Award**

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

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- 27. Performance Security**
- 27.1 The amount of Performance Security shall be **10% (Ten)** of the Contract Price
- 27.2 Within Seven (7) working days from the date of acceptance of the Notification of Award (NOA) but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security
- 27.3 The Performance Security shall be in the form of a Bank draft, pay order or an irrevocable Bank Guarantee in the format (Form PG2-7), issued by any scheduled bank of Bangladesh acceptable to the Procuring Entity.
- 28. Validity of Performance Security**
- 28.1 The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 29. Authenticity of Performance Security**
- 29.1 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable Bank Guarantee in specified format
- 30. Contract Signing**
- 30.1 Within fourteen (14) working days of the issuance of Notification of Award, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
- 31. Right to Complain**
- 31.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Procuring Entity to fulfil its obligations in accordance with Section 29 of the Public Procurement Act 2006 and pursuant to Part 12 of Chapter Three of the Public Procurement Rules, 2008.

## Section 2. Tender Data Sheet

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

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<b>A. General</b>	
ITT 1.1	<p>The Procuring Entity is <b>Project Director &amp; Deputy Director(Admin.), Department of Land Records and Surveys (DLRS)</b></p> <p>The Name of the Tender is: <b>Procurement of Computer and Spares with its related accessories and training for DLRS (Lot No.2)</b></p> <p>Title of the Works: <b>Not applicable</b></p> <p>Tender Ref: <b>DLRS/TA(JAICA)/01/2011/Part-III/146, Date: 07/12/2011</b></p> <p>Lot No(s): <b>2</b></p>
ITT 3.1	Only Enlisted Tenders of the categories are eligible. <b>Not Applicable.</b>
<b>B. Tender Document</b>	
ITT 4.1	<p>For <u>clarification of Tender purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: <b><i>Shashanka Shekhar Sarkar, Assistant Project Officer &amp; Assistant Survey Officer</i></b></p> <p>Address: <b>Department of Land Records and Surveys(2nd Floor), Room No. 318, 28 Shaheed Tajuddin Ahmad Sarani, Tejgaon, Dhaka-1208.</b></p> <p>Telephone: <b>88-01552338436</b></p> <p>Facsimile number: <b>88-02-9122849</b></p> <p>Electronic mail address: <b>sarkar_63@yahoo.com</b></p>
<b>C. Preparation of Tender</b>	
ITT 7.1	Tenders are being invited for a number of <b>4(four)</b> lots.
ITT 11.1	The Tender validity period shall be <b>120</b> days.
ITT 12.1	The amount of the Tender Security shall be <b>Taka 12,000.00(twelve thousand)</b> only.

#### D. Submission of Tender

<b>ITT 15.1</b>	For <b><u>Tender submission purposes</u></b> only, the Procuring Entity's address is: Attention: <b>Project Director &amp; Deputy Director (Admin.),</b> Address: <b>Department of Land Records and Surveys (1st Floor), Room No. 205, 28 Shaheed Tajuddin Ahmad Sarani, Tejgaon, Dhaka-1208.</b> The deadline for submission of Tenders is: Time & Date: <b>At 2:00 PM, 26/12/2011</b>
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#### E. Opening and Evaluation of Tenders

<b>ITT 16.1</b>	The Tender opening shall take place at: <b>Office of the Project Director &amp; Deputy Director (Admin.)</b> Address: <b>Department of Land Records and Surveys (1st Floor), Room No. 205, 28 Shaheed Tajuddin Ahmad Sarani, Tejgaon, Dhaka-1208.</b> Time & Date: <b>At 3:30 PM, 26/12/2011</b>
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## Section 3 . General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:

- (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
- (b) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
- (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
- (d) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract; ;
- (e) **Day** means calendar days unless otherwise specified as working days;
- (f) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract;
- (g) **Goods** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves ;
- (h) **Government** means the Government of the People's Republic of Bangladesh;
- (i) **Procuring Entity** means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds;
- (j) **Related Services** means Services linked to the supply of Goods contracts;
- (k) **Supplier** means a Person under contract with a Procuring Entity for the supply of Goods and related Services under the Act;
- (l) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

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- 2. Corrupt, Fraudulent, Collusive or Coercive Practices**
- 2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
  - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
  - (c) that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in the Rule 127.
- 2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall -
- (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
  - (b) reject any recommendation for award that had been proposed for that concerned Tenderer or;
  - (c) declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
- 3. Documents Forming the Contract & the order of precedence**
- 3.1 The following documents forming the Contract shall be in the following order of precedence, namely :
- (a) the signed Contract Agreement;
  - (b) the Notification of Award;
  - (c) The Tender and the appendices to the Tender;
  - (d) Particular Conditions of Contract;
  - (e) General Conditions of Contract;
  - (f) Technical Specifications;
  - (g) Priced Schedule and schedule of requirements and ;
  - (h) Other Documents as appropriate.
- 4. Assignment of Rights**
- 4.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part.
- 5. Supplier's Responsibilities**
- 5.1 Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the **PCC**
- 6. Procuring Entity's**
- 6.1 The Procuring Entity shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract

<b>Responsibilities</b>	Price under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
<b>7. Acceptance</b>	<p>7.1 Acceptance by the Procuring Entity shall be completed in the form of an Acceptance Certificate, unless any defects in the supply, any damage during transportation or any failure to meet the required performance criteria of the supply.</p> <p>7.2 The appropriate Technical Inspection and Acceptance Committee of the Procuring Entity must commence the inspection and acceptance process within twenty-four(24) hours from delivery of the goods, and shall complete the same as soon as practicable.</p>
<b>8. Contract Price</b>	8.1 The Contract Price shall be specified in the <b>PCC</b>
<b>9. Transportation</b>	9.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements.
<b>10. Terms of Payment</b>	<p>10.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>On Delivery and Acceptance:</b> 100% percent of the Contract Price of the Goods delivered shall be paid after submission of documents specified in GCC Clause 5, supported by the Acceptance Certificate issued by the Procuring Entity as per GCC Clause 7</p>
<b>11. Performance Security</b>	<p>11.1 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>11.2 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than Thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations as stated under GCC Clause 13, provided that there are no claims filed against the supplier.</p>
<b>12. Inspections &amp; Tests</b>	12.1 The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. The supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests of the Goods and related services as are specified in the Contract.
<b>13. Warranty</b>	13.1 A warranty shall be required from the Supplier for a minimum period as may be specified in the <b>PCC</b> .
<b>14. Delays in Delivery and Extensions of Time</b>	14.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the Contract.

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- 14.2 The Procuring may extend original contract time, the extension shall be ratified by the Parties by amendment of the Contract as stated under GCC Clause 17.
- 15. Liquidated Damages**
- 15.1 Subject to the grant of time extensions by Procuring Entity, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery and/or perform the Related Services within the period specified in the Contract, the Procuring Entity shall , without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the **0.5 percent of the Contract Price** of the delayed Goods or unperformed Related Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction (**10% of the Total Contract Price**). Once the maximum is reached, the Procuring Entity may terminate the Contract as stated under GCC Clause 16.
- 16. Termination for Default**
- 16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) The Supplier fails to perform any other obligation under the Contract;
  - (b) If the Supplier, in the judgment of the Procuring Entity has engaged in corrupt, fraudulent, collusive or coercive practices, as stated under GCC Clause 2, in competing for or in executing the Contract;
  - (c) When deductible amount due to liquidated damage reaches its maximum as stated under GCC Clause 15.
- 16.2 Termination of a contract for default is without prejudice to other remedies available to the Procuring Entity for breach of contract, such as payment of liquidated damages and other, if there are grounds for the latter.
- 17. Contract Amendment**
- 17.1 Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.
- 17.2 The Procuring Entity, in accordance with their Delegation of Financial Powers, may amend the Contract to reflect the changes introduced to the Original terms and Conditions of the Contract.
- 18. Settlement of Disputes**
- 18.1 Amicable Settlement:
- The Procuring Entity and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

## Section 4. Particular Conditions of Contract

*Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.*

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 5.1	<p>The documents to be furnished by the Supplier shall be as follows:</p> <ul style="list-style-type: none"> <li><i>(i) 5(five) years' updated experience in the relevant field or similar types of job,</i></li> <li><i>(ii) Up-to-date Trade license,</i></li> <li><i>(iii) Tax payment certificate with TIN,</i></li> <li><i>(iv) VAT Registration Certificate,</i></li> <li><i>(v) Bank solvency certificate with all transactions report of last two years,</i></li> <li><i>(vi) Company profile with registration certificate, etc.</i></li> <li><i>(vii) A certificate issued by internationally reputed brand company(s) affirming that the Tenderer is an authorized distributor /importer/master reseller/business partner of their own.</i></li> <li><i>(viii) A certificate issued by a competent authority that the Tenderer has a well-established Service Centre in Bangladesh.</i></li> </ul>
GCC 8.1	The Contract price is: <b>Not applicable.</b>
GCC 13.1	The period of validity of the Warranty shall be: <b>36(thirty six) months.</b>

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## Section 5. Tender Forms & Contract Forms

<b>Form</b>	<b>Title</b>
<b>Tender Forms</b>	
PG2 – 1	Tender Submission Letter
PG2 – 2	Price Schedule for Goods & Related Services
PG2 – 3	Specifications Submission and Compliance Sheet
PG2 – 4	Bank Guarantee for Tender Security

Forms PG2-1 to PG2-4 comprises part of the Tender and should be completed as stated in ITT Clause 6.

### **Contract Forms**

PG2 – 5	Notification of Award
PG2 – 6	Contract Agreement
PG2 – 7	Bank Guarantee for Performance Security

Forms PG2-5 to PG2-7 comprises part of the Contract.

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## Tender Submission Letter (Form PG2 – 1)

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

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

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

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

- a) our Tender shall be valid for the period stated in the Tender Document (ITT Sub-Clause 11.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- b) a Tender Security is attached in the form of a *[pay order / bank draft / bank guarantee]* in the amount stated in the Tender Document (ITT Clause 12) and valid for a period of 28 days beyond the Tender validity date;
- c) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- d) furthermore, we are aware of ITT Clause 2.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- e) We understand that your written Notification of Award shall become a binding Contract between us, until a formal Contract is prepared and executed.

Signature:

<i>[insert signature of authorised representative of the Tenderer]</i>
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Name:

<i>[insert full name of signatory with National ID]</i>
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In the capacity of:

<i>[insert designation of signatory]</i>
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Duly authorized to sign the Tender for and on behalf of the Tenderer

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

## Price Schedule for Goods & Related Services (Form PG2-2)

Invitation for Tender No:		Date:	
Tender Package No:		Package Description:	<i>[enter description as specified in Section 6]</i>
Tender Lot No:		Lot Description:	<i>[enter description as specified in Section 6]</i>

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

1	2	3	4	5	6	7	8
Item No.	Description Of Item	Unit of Measurement	Quantity	Unit price	Total price (col. 4 × 5)	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
				<b>(Note1)</b>		<b>(Note2)</b>	

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

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

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

## Specifications Submission and Compliance Sheet (Form PG2-3)

Invitation for Tender No:  
Tender Package No:

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

Tender Lot No:

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

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

Signature:

<i>[insert signature of authorized representative of the Tenderer]</i>
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Name:

<i>[insert full name of signatory with National ID]</i>
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In the capacity of:

<i>[insert designation of signatory]</i>
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Duly authorised to sign the Tender for and on behalf of the Tenderer

Note 1 : *[The Tenderer should complete all the columns as required]*

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## Bank Guarantee for Tender Security (Form PG2 – 4)

*[this is the format for the Tender Security to be issued by a scheduled bank of Bangladesh as stated under ITT Clauses 12 and 13]*

Invitation for Tender No:

Date:

Tender Package No:

Tender Lot No:

To:

[Name and address of Procuring Entity]

### TENDER GUARANTEE No:

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

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

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

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

This guarantee will expire:

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

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

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

Signature

Seal

ORIGINAL

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## Notification of Award (Form PG2 - 5)

Contract No:  
To:

Date:

*[Name of Contractor]*

This is to notify you that your Tender dated *[insert date]* for the supply of Goods and related Services for *[name of contract]* for the Contract Price of Tk *[state amount in figures and in words]* as corrected and modified in accordance with the Instructions to Tenderers, has been approved by *[name of Procuring Entity]*.

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven(7) working days of its issuance pursuant to ITT Sub-Clause 26.1
- ii. furnish a Performance Security in the specified format and in the amount of Tk *[state amount in figures and words]* ,within seven(7) working days of acceptance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 27
- iii. sign the Contract within fourteen(14) working days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 30

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

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

Signed

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

Date:

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## Contract Agreement (Form PG2 - 6)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

**For the Procuring Entity:**

**For the Supplier:**

Signature

Print Name

Title

In the presence of

Name

Address

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## Bank Guarantee for Performance Security (Form PG2 – 7)

*[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clauses 27,28 & 29]*

Contract No:

Date:

To:

[Name and address of Procuring Entity]

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

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

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

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

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

*[Signatures of authorized representatives of the bank]*

Signature

Seal

## Section 6. Schedule of Requirements

Invitation for Tender No: DLRS/TA(JAICA)/01/2011/Part-III/143

Date:-07/12/2011

Tender Package No: GD2(Lot No.2)

### A. List of Goods & Related Services and Delivery Schedule

Item No.	Description of Item	Unit of Measurement	Quantity	Point of Delivery	Delivery Period Required [from the date of Notification of Award (NOA) in weeks]
1	2	3	4	5	6
<b>Procurement of Computer and Spares with its related accessories &amp; training for DLRS (Lot No. 2):</b>					
1.	Personal Computer including UPS with Automatic Stabilizer.	No.	05	Department of Land Records and Surveys, 28 Shaheed Tajuddin Ahmad Sarani, Tejgaon, Dhaka-1208.	<b>8(eight) weeks</b>
2.	Basic Computer Literacy Training(OS, MS Word, MS Excel, MS Power Point, E-mail & Internet browsing, etc.) of 3(three) weeks for the Officers and Staff of DLRS.	Person	10	Do	<b>3(three) weeks</b> after receiving the Trainees' list from DLRS.

## Section 7. Technical Specifications

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

Item No	Name of Item or Related Service	Technical Specification and Standards
1	2	3
<b>Procurement of Computer and Spares with its related accessories &amp; training for DLRS (Lot No 2):</b>		
<b>1(a).</b>	<b>Personal Computer including UPS with Automatic Voltage Stabilizer:</b>	
(i)	Model	To be mentioned by the bidder
(ii)	Country of origin	To be mentioned by the bidder
(iii)	Brand	Tenderer will mention /Any International reputed Brand
(iv)	Country of Manufacture	To be mentioned by the bidder
(v)	Processor	Intel Core 2 Duo Processor
(vi)	Clock Speed	3.0 GHz or Higher
(vii)	Front Side Bus	1333 MHz FSB or higher
(viii)	Level 2 Cache	6 MB L2 Cache or higher
(ix)	Chipset	Intel Q45 Express Chipset or higher
(x)	RAM	4 GB DDR2 800MHz SDRAM
(xi)	Graphics	Integrated Intel Graphics
(xii)	System BIOS	Flash BIOS with respective brand logo. Machine serial No./Tag No. must be shown in BIOS setup.
(xiii)	HDD	250 GB or Higher SATA
(xiv)	I/O Connector	Min. 4 USB 2.0, RJ-45, 1 Serial, 1 VGA out. Audio in/out
(xv)	Monitor	17" LCD Monitor (same brand)
(xvi)	Key Board	USB keyboard of the same brand as system unit
(xvii)	Mouse & pad	USB Optical 2 Button Scroll Mouse of the same brand as system unit
(xviii)	Optical Drive	16X DVD Writer
(xix)	Network Card	Integrated Gigabit 10/100/1000 NIC
(xx)	Sound Card	Integrated High Definition Audio
(xxi)	Operating System	Factory installed Widows 7 with original license and CD/DVD media
(xxii)	Application Software	Factory installed Office 2007 with original license and CD/DVD media
(xxiii)	Anti-Virus	Any internationally reputed Anti-Virus Software (Anti spam, Anti Adware, Anti Spyware, Anti Hacker, Internet Security, Registry cleaner, Anti-rootkit, Anti fishing, Real time protection, 64 bit supported, Always active, Always updating, etc.) with original license and CD/DVD media
(xxiv)	Bangla Software	Windows 7 Compatible Bangla Software with original license and CD/DVD media
(xxv)	Certification	ISO 9001:2000 for manufacturing, FCC-Class B Certification (Certificate must be attached with e-mail address of the quality assurance company)
(xxvi)	Authentication	Different parts of the system must be certified by the brand company and must have part no. on each part.
(xxvii)	Warranty	3 (Three) Years full warranty with spare parts & labor

<b>1(b).</b>	<b>UPS(Off-line) with Automatic Voltage Stabilizer:</b>	
(i)	Brand	Any Internationally reputed brand
(ii)	Output	Output Power Capacity :700 Watts / 1000 VA Max Configurable Power: 700 Watts / 1000 VA Nominal Output Voltage : 220V/230V Output Connections: (2) IEC 320 C13 (Surge Protection) (6) IEC 320 C13 (Battery Backup)
(iii)	Input	Nominal Input Voltage : 220-230V Input Frequency : 47-63 Hz Input Connection: IEC-320 C14 Input voltage range for main operations 175-295V( $\pm 5\%$ of 220V/230V) Input voltage adjustable range for mains operation 160-286V
(iv)	Batteries & Runtime	Battery Type: Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leak proof Included Battery Modules : 1 Typical recharge time : 15 hour(s) Replacement Battery : RBC32 RBC™ Quantity : 1 Typical Backup Time at Half Load:17.9 minutes (300 Watts) Typical Backup Time at Full Load :6.3 minutes (600 Watts)
(v)	Communications & Management	Interface Port(s) USB Control panel LED status display with On Line : On Battery : Replace Battery and Overload indicators Audible Alarm Alarm when on battery : distinctive low battery alarm : configurable delays
(vi)	Surge Protection and Filtering	Surge energy rating 180 Joules Filtering Full time multi-pole noise filtering : 5% IEEE surge let-through : zero clamping response time : meets UL 1449 Data Line Protection RJ-11 Modem/Fax/DSL protection (two wire single line),RJ45 10/100 Base-T Ethernet protection
(vii)	Environmental	Operating Environment :0 - 40 °C Operating Relative Humidity :0% Operating Elevation :0-3000 meters Storage Temperature :-5 - 45 °C Storage Relative Humidity:0% Storage Elevation :0-15000 meters Audible noise at 1 meter from surface of unit:45.00 dBA Online Thermal Dissipation :180.00 BTU/hr
(viii)	Warranty	One year comprehensive
<b>2.</b>	<b>Basic Computer Literacy Training(OS, MS Word, MS Excel, MS Power Point, E-mail &amp; Internet browsing, etc.) of 3(three) weeks for the Officers and Staff of DLRS.</b>	<b><i>The Tenderer must have to spell out the detailed training programme as annexure with their offer.</i></b>