

Bangladesh Legal Aid and Services Trust (BLAST)

1/1, Pioneer Road, Kakrail, Dhaka, Bangladesh

TENDER DOCUMENT(LTM)

FOR

Package Name: Software-Tally Server 9

Invitation for Tender No: [BLAST/Admin/695/0421]

Tender Issued Ref.: [BLAST/Admin/696/0421]

Issued On: 26, April, 2021

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Section 1. Instructions to Tenderers

1. Scope of Tender: 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**.

2. Interpretation: Throughout this Tender Document

- a. the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
- b. if the context so requires, singular means plural and vice versa; and
- c. “day” means calendar days unless otherwise specified as working days;
- d. “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;
- e. “Tenderer” means a Person who submits a Tender;
- f. "Tender Document ", means the Document provided by the Purchaser to a Tenderer as a basis for preparation of its Tender;
- g. “Software” is “Packaged Copyrighted Software Products” and means Computer Software that is used regularly and is sold, licensed, or leased in significant quantities to the general public at established market or catalog prices.
- h. “Support” means provide necessary assistance as required which includes Software updates, maintenance and support Services, consulting, training and other agreed support Services provided by or through Vendor.
- i. "Tender", depending on the context, means a Tender submitted by a Tenderer for delivery of Goods and Related Services to the Purchaser in response to an Invitation for Tender ;

3. Source of Funds: The Purchaser has been allocated funds as indicated in the **TDS** and intends to apply a portion of the funds to eligible payments under the contract for which this Tender Document is issued.

4. Corrupt, Fraudulent, Collusive, Coercive Practices: The BLAST requires that Tenderers and Suppliers shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts. In pursuance of this following requirement, the Purchaser shall exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award and declare a Tenderer ineligible, either permanently or for a stated period of time, from participation in procurement proceedings under BLAST 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 BLAST funds.

- a. **Corrupt practice”** means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of the BLAST, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or

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decision or method followed by the BLAST in connection with a Procurement proceeding or Contract execution;

- b. **“Fraudulent practice”** means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
- c. **“Collusive practice”** means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of BLAST, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying BLAST the benefits of competitive price arising from genuine and open competition;
- d. **“Coercive practice”** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.
- e. **“Obstructive practice”** (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

5. Eligible Tenderers: This Invitation for Tenders is open to eligible Tenderers from all countries, except for any specified in the **TDS**. Tenderers shall have the legal capacity to enter into the Contract. Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders. Tenderers shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of Bangladesh. Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business.

6. Eligible Goods and Related Services: All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the **TDS**. For purposes of this Clause, the term **“goods”** includes commodities, raw material, machinery, equipment, software and industrial plants; and **“related services”** include services such as insurance, transportation, installation, and commissioning, training, and initial maintenance.

B. Tender Document

7. Tender Document: General: The Sections comprising the Tender Document are listed below and should be read in conjunction with any addendum issued under **ITT Clause 11**. Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in addendum to Tender, if any.

- Section 1 Instructions to Tenderers (ITT)
- Section 2 Tender Data Sheet (TDS)
- Section 3 General Conditions of Contract (GCC)
- Section 4 Particular Conditions of Contract (PCC)
- Section 5 Tender and Contract Forms

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- Section 6 Schedule of Requirements
- Section 7 Technical Specifications

8. Clarification of Tender Documents: A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser's address and within time as specified in the **TDS**. Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under **ITT Clause 11**.

9. Pre-Tender Meeting: To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the **TDS**, hold a pre-Tender Meeting at the place, date and time as specified in the **TDS**. All Potential Tenderers are encouraged to attend the meeting, if it is held.

10. Addendum to Tender Documents: At any time prior to the deadline for submission of Tenders, the Purchaser on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document or as a result of a pre-Tender meeting, may revise the Tender Document by issuing an Addendum which is become a integral part of Tender Document shall be circulated by fax, mail or e-mail or public domain or **BLAST** website, to Tenderers who have receive the Tender Documents, to enable Tenderers to take appropriate action.

C. Qualification Criteria

11. General Criteria: Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive. To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderer shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

12. Experience Criteria: Tenderers shall have the following minimum level of supply experience to qualify for supplying the Goods and related Services under the contract:

- a. A minimum number of years of general experience in the supply of Goods and related services as specified in the **TDS**;
- b. specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least a number of contract(s) and, each with a minimum value, over the period, as specified in **TDS**; and
- c. a minimum supply of user license capacity of Goods as specified in the **TDS**.

13. Financial Criteria: Tenderers shall have the following minimum level of financial capacity to qualify for the supply of goods under the contract, availability of minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the **TDS**.

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D. Tender Preparation

14. Only One Tender: If a Tender for Goods is invited for one or more items/lot/package on an 'item-by-item' or single lot/package or "lot-by-lot" basis, in such case the offer for each item shall correspond to full quantity under that particular item or single lot/package or "lot-by-lot" and such items or single lot/package or "lot-by-lot" shall constitute a Tender. Only one organization can participate in the bidding process under same proprietorship or family. A Tenderer who submits or participates in more than one (1) Tender under same proprietorship or family, If found more than one organization participate under same proprietorship or family under above condition both organizations will be termed as non-responsive, with that Tenderer's participation to be rejected.

15. Issuance of Tender Document: The Purchaser shall make Tender Documents available immediately to the potential Tenderers by the date the advertisement has been published in the newspaper/public domain website.

16. Language of Tender: Tenders shall be written in the English language. All correspondences and documents relating to the Tender may be written in English or *Bangla*.

17. Contents of Tender : The Tender prepared by the Tenderer shall comprise the following:

- a. The Tender Submission Letter (**Form BG-1**),
- b. the Tenderer Information (**Form BG-2**);
- c. the priced Schedule for each lot (**Form BG-4A and BG-4B**)
- d. the Tender Security
- e. the completed Specifications Submission and Compliance Sheet (**Form BG-5**)
- f. the written confirmation authorising the signatory of the Tender to commit the Tenderer,
- g. the Valid Trade License;
- h. documentary evidence of Tax Identification Number (TIN) and Value Added Tax (VAT) as a proof of taxation obligations
- i. documentary evidence establishing the Tenderer's eligibility, eligibility and conformity of the Goods and related services and, the minimum qualifications of the
- j. Tenderers required to be met for due performance of the Goods and related services under the Contract such as, purchase order, contract agreement, Notification of award or any other relevant document.
- k. Manufacturer's Authorization Letter
- l. documents establishing legal and financial autonomy and compliance with commercial law
- m. any other document as specified in the **TDS**.

18. Tender Submission Letter and Price Schedule: Tenderers shall submit the Tender Submission Letter (**Form BG-1**), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being incomplete. Tenderers shall submit the priced Schedule using the form(s) furnished in **Section 5: Price Schedule**. If in preparing its Tender, the Tenderer has made errors in the unit rate or the total

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price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer.

19. **Alternatives:** Unless otherwise stated in the **TDS**, Technical alternatives shall not be considered.

20. **Tender Prices and Discounts:** Tenders are being invited either for individual lots or for any combination of lots. For each lot offered Tenderers must quote for 100% of the items specified and for the full quantity of each item. If so indicated in the **TDS** Contracts may be awarded on a lot-by-lot basis and Tenderers 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.

21. **Tender Currency:** Tenderers shall quote all prices in the Tender Submission Letter and in the Price schedule in Bangladesh Taka (BDT) currency.

22. **Documents Establishing the Eligibility of the Tenderer:** Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall:

complete the eligibility declarations in the Tender Submission Letter (**Form BG-1**);

complete the Tenderer Information (**Form BG-2**);

23. **Documents Establishing the Eligibility and Conformity of the Goods and Related services:** 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**. Documentary evidence of conformity of the Goods and related services to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods.

24. **Documents Establishing the Tenderer's Qualifications:** Tenderers shall complete and submit the Tenderer Information (**Form BG-2**) and shall include documentary evidence, as applicable to satisfy the general experience in the supply of Goods and related services as stated ITT under Sub Clause 12 (a), specific experience of satisfactory completion of supply of Goods and related services under public or private sector of similar nature or specification or sector as stated under ITT Sub Clause 12 (b), a minimum supply and/or production capacity of Goods and related services as stated under ITT Sub Clause 12 (c) substantiated by the relevant documents. adequacy of minimum liquid assets i.e. working capital substantiated by Audit Reports or bank statement or without alteration as stated under ITT Sub Clause 13. (d) If required in the **TDS**, a Tenderer that does not manufacture or produce the Goods shall submit the **Manufacturer's Authorization Letter (Form BG-6)**;

25. **Validity Period of Tender:** Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Purchaser. A Tender valid for a period shorter than that specified may be considered non-responsive.

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26. Extension of Tender Validity and Tender Security: 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; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clause 36. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 26, shall also be suitably extended promptly. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.

27. Tender Security: Tenderers shall furnish as part of its Tender, in favour of the Purchaser or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, in a separate envelope, at the percentage as specified in **TDS**, of the total value of the items quoted by the Tenderer.

27.1 The Tender Security shall:

- a. at the Tenderer's option, be either;
 - I. In the form of a Bank Draft or Pay Order, or
 - II. in the form of an irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh, in the format (**Form BG-7**), without any alteration, furnished in Section 5: Tender and Contract Forms;
- b. be payable promptly upon written demand by the Purchaser in the case of the conditions, as stated under ITT Clause 27.4 being invoked; and
- c. remain valid for at least **twenty-eight (28)** days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances as stated under ITT Clause 27.4

27.2. A Tender not accompanied by a valid Tender Security will be considered non-responsive.

27.3 Unsuccessful Tenderer's Tender Security will be discharged or returned as soon as possible but within twenty-eight (28) days after the expiry of the Tender Validity period ITT Clause 25. The Tender Security of the successful Tenderer will be discharged upon the Tenderer's furnishing of the performance security and signing of the Agreement.

27.4 The Tender Security may be forfeited, if a Tenderer:

- a. withdraws its Tender after opening of Tenders but within the validity of the Tender, as stated under ITT Clause 25 and 26; or
- b. refuses to accept a Notification of Award, as stated under ITT Sub Clause 48; or
- c. fails to furnish performance security, as stated under ITT Sub Clause 49; or
- d. refuses to sign the Contract, as stated under ITT Sub Clause 50; or
- e. does not accept the correction of the Tender price following the correction of arithmetic errors, as stated under ITT Clause 40

28. Format and Signing of Tender: Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 17 and clearly mark it "ORIGINAL". The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This Tender specific authorization shall be attached to the Tender Submission Letter (**Form BG-1**). Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the Person(s) signing the Tender.

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E. Tender Submission

29. Sealing, Marking and Submission of Tender: Tenderer shall enclose and seal the original in one (1) envelope and all the copies of the Tender, duly marking the envelopes as “ORIGINAL (O)”. Tenderers are solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked. The inner and outer envelopes shall:

- a. be addressed to the Purchaser as stated under ITT Sub Clause 30;
- b. bear the name of the Tender and the Tender Number ITT Clause 1;
- c. bear the name and address of the Tenderer
- d. bear a statement “DO NOT OPEN BEFORE...” the time and date for Tender opening, as stated under ITT Sub Clause 33 and bear any additional identification marks as specified in the **TDS**.

30. Deadline for Submission of Tenders: Tenders shall be delivered to the Purchaser at the address specified in the **TDS** and not later than the date and time specified in the **TDS**. The Purchaser may, at its discretion, extend the deadline for submission of Tender in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.

31. Late Tender: Any Tender received by the Purchaser after the deadline for submission of Tenders as stated under ITT Sub Clause 30, shall be declared LATE and returned unopened to the Tenderer.

32. Modification, Substitution or Withdrawal of Tenders: Tenderers may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorised signatory properly sealed, and shall include a copy of the authorisation; provided that such written notice including the affidavit is received by the Purchaser prior to the deadline for submission of Tenders as stated under ITT Sub Clause 30. No Tender shall be withdrawn or modified after the deadline for submission of Tenders specified in ITT Clause 30.

- a. Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as “**MODIFICATION**”.
- b. Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as “**SUBSTITUTION**”.
- c. Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as “**WITHDRAWAL**”.

F. Tender Opening and Evaluation

33. Tender Opening: Tenders shall be opened and examined immediately after the deadline for submission of Tenders as specified in the **TDS** in the presence of PEC as Tender Opening Committee (TOC) members. Tenderers’ representatives may be duly authorized by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders is specified in the **TDS**, and will sign a register evidencing their attendance. No Tender will be rejected at the Tender opening stage except the LATE Tenders.

the representative of the TOC will read aloud each Tender and record in the Tender Opening Sheet (TOS);

- a. the name and address of the Tenderer;

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- b. the Tender price;
- c. the presence or absence of any requisite Tender Security

34. Evaluation of Tenders: Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document. **Procurement Evaluation Committee (PEC)** shall examine, evaluate and compare Tenders that are responsive to the requirements of Tender Documents in order to identify the successful Tenderer.

35. Evaluation process: PEC 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.

36. Preliminary Examination: PEC shall examine the Tenders to confirm that all documentation as stated under ITT Clause 17 has been provided, If any of these following documents or information is missing, the offer shall be rejected;

- a. Tender Submission Letter;
- b. Priced Schedule;
- c. Written confirmation authorizing the signatory of the Tender to commit the Tenderer; and
- d. Valid Tender Security.

37. Technical Examinations and Responsiveness: PEC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. A responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. Provided that a Tender is responsive, PEC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the rates of the Tender reflected in the completed Price Schedule or any mandatory criteria. Failure of the Tenderer to comply with the request may result in the consideration of its Tender as non-responsive. The PEC may regard a Tender as responsive even if it contains minor or insignificant deviations which do not meaningfully alter or depart or error from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the Tender Document.

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 Documents, the Purchaser's rights or the Tenderer's obligations under the Contract; or
- c. if rectified would unfairly affect the competitive position of other Tenderers presenting responsive tenders.

During the evaluation of Tenders, the following definitions shall apply:

"Deviation" is a departure from the requirements specified in the Tender Document;

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“**Reservation**” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and

“**Omission**” is the failure to submit part or all of the information or documentation required in the Tender Document.

38. Clarification on Tender: PEC may ask Tenderers for clarification of their Tenders, in order to facilitate the examination and evaluation of Tenders. The request for clarification by the PEC and the response from the Tenderer shall be in writing. Change in the Tender price shall not be sought or permitted, except to confirm correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tender as sated under ITT Clause 40. If a Tenderer does not provide clarifications of its Tender by the date and time set by the PEC, its Tender may not be considered in the evaluation which may consider non-responsive.

39. Restrictions on the Disclosure of Information: Following the opening of Tenders until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification, communicate with the concerned Purchaser. Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders. All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being non-responsive.

40. Correction of Arithmetical Errors: Provided that the Tender is responsive, PEC shall correct the arithmetic errors and shall promptly notify the concerned Tenderer(s), if the Tenderer does not accept the correction of arithmetic errors, its Tender shall be rejected. PEC shall correct arithmetical errors on the following basis:

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

41. Financial Evaluation: PEC will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document. To evaluate a Tender, PEC will consider the following:

- a. adjustment for correction of arithmetical errors as stated under ITT Sub Clause 40;
- b. adjustment for application of the methodology for determining the equivalent lot value, as stated under ITT Sub Clause 20, if any;
- c. To determine the lowest-evaluated lot or combination of lots, the PEC will take into account:
 - I. evaluate only the lot or lots which comply with the requirements specified in ITT Sub-Clause 20

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- II. the resources sufficient to meet the qualifying criteria for the individual lot or aggregate of the qualifying criteria for the multiple lots;
- III. the price reduction on account of discount per lot or combination of lots and the methodology for application of the discount as offered by the Tenderer in its Tender.
- IV. The Purchaser's evaluation of a Tender may require the consideration of other factors if specified in **TDS**, that provides the optimum economic advantage, taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post qualification criteria under ITT Clause 44.

42. Price Comparison: PEC shall compare all responsive Tenders to determine the lowest-evaluated Tender, as stated under ITT Clause 41.

43. Negotiation: Negotiations may be held after completion of the evaluation process and determination of the lowest evaluated bidder, if lowest evaluated tender exceeds estimated budget. Such Negotiation shall be recorded in the form of writing. Either alternatively with the consequently other lowest evaluated bidders (ranked as nos. 1, 2, 3 and so on) until completion of successful negotiation.

44. Post-qualification: The determination on Post-qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer as stated under ITT Clause 23 and 24, clarifications as stated under ITT Clause 38, the qualification criteria as stated under ITT Clause 12,14 and 15. An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in rejection of the Tenderer's tender, in which event the TEC shall proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the Contract satisfactorily, if awarded.

45. Purchaser's Right to Accept any or to Reject Any or All Tenders: The Purchaser reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Purchaser, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Purchaser's action. Notice of the rejection shall be given promptly to all concerned Tenderers, and the Purchaser shall, upon receipt of a written request, communicate to the requesting tenderer(s) the grounds for its rejection but is not required to justify those grounds. All Tenders may be rejected, if

- a. the price of the lowest evaluated Tender exceeds the official estimated cost and negotiation fails as stated under ITT Sub Clause 43, provided the estimate is realistic; or
- b. there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or
- c. the Tenderers are unable to propose completion of the delivery within the stipulated time in its offer, though the stipulated time is reasonable and realistic; or
- d. all Tenders are non-responsive; or
- e. evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 127 of the Public Procurement Rules, 2008.

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G. Contract Award

46. Award Criteria: 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.

47. Purchaser's Right to Vary Quantities: The Purchaser, within the amount approved, 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 percentage specified in the **TDS**, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

48. Notification of Award: Prior to the expiry of the Tender Validity period and receipt of the approval of the award by the Approving Authority, the Purchaser shall issue the Notification of Award (Form BG-9 format) to the successful Tenderer(s). The NOA shall be accepted in writing by the successful Tenderer within Fourteen (14) working days from the date of its issuance. Until a formal Contract is prepared and executed, the Notification of Award Letter shall constitute a preliminary step towards concluding contract by submitting performance security within mentioned time and date.

49. Performance Security: Performance Security shall be provided by the successful Tenderer in BDT currency in the form of DD/Pay Order in favour of '**Bangladesh Legal Aid and Services Trust**', of the amount as specified in the **TDS** or deduct from advance payment in case of subscription/license based contract. The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for Supplier's failure to complete its obligations under the Contract. The Performance Security shall be valid until a date twenty-eight (28) days after the date of completion of the Supplier's performance obligations under the Contract.

50. Contract Signing: At the same time as the Purchaser issues the NOA, the Purchaser shall send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer(s). Within Fourteen (14) days of the issuance of NOA, the successful Tenderer(s) and the Purchaser shall sign the contract. Failure of the successful Tenderer(s) to furnish the Performance Security, as stated under ITT Sub Clause 48, or signs the Contract within Fourteen (14) days, 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 Tenderer(s), who is determined by the PEC to be qualified to perform the Contract satisfactorily.

51. Advising Unsuccessful Tenderers: The Purchaser shall promptly respond in writing to any unsuccessful Tenderer in writing for the Purchaser to communicate the grounds on which its Tender was not selected without disclosing information about any other Tenderer.

52. Right to Complain: 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 beyond the contractual requirement after the signing of the same.

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Section 2. Tender Data Sheet

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1	The Purchaser is [Bangladesh Legal Aid and Services Trust] represented by [Md. Iqbal Mahmud, Deputy Director, HR and Administration] The Name of the Tender is: [Software-Tally Server 9] Tender Ref: [BLAST/Admin/696/0421]
ITT 3	The source of fund is [Project Shared cost]
ITT 5	Tenderers from the following countries are not eligible: Israel
ITT 6	Goods and related Services from the following counties are not eligible: Israel
B. Tender Document	
ITT 8	For clarification of Tender Document purposes only, the Purchaser's address is: Attention:[Md. Iqbal Mahmud], [Bangladesh Legal Aid and Services Trust] Address: [3 rd Floor, YMCA Development Canter, 1/1 Pioneer Road, Kakrail, Dhaka] Telephone No: [028391973] E-mail: : [purchase@blast.org.bd] and contact Purchaser within 2:00 PM, 02, May, 2021
ITT 9	A Pre- Tender meeting may be held. Date & Time: 10:00 AM, 3, May, 2021, Place: Pre-Tender meeting shall be held through online (Zoom), interested participant may request by email at purchase@blast.org.bd to attend Pre-tender meeting before 3:00 PM 2, May, 2021.
C. Qualification Criteria	
ITT 12(a)	The Tenderer shall have a minimum of [3 years] overall experience in the supply of goods and related services; years counting backward from the date of publication of IFT in the newspaper
ITT 12(b)	The minimum specific experience as Supplier in supply of similar Goods of at least [2] contract(s) successfully completed within the last [2] years, each with a value of at least Tk. [5,00,000.00]
ITT 12 (c)	The minimum supply of user license capacity of Goods is/are: [Software] and [20] supply and/or production capacity in a contract.
ITT 13	The minimum amount of liquid assets i.e working capital or credit line(s) of the Tenderer shall be Tk [5,00,000.00] [in word: Five Lac Taka]
D. Preparation of Tender	
ITT 17 (I)	The tenderer shall also be required to submit documents in support of following requirements along with the tender. Failure to meet any requirement mentioned below (a to e) shall cause the rejection of tender. a) Tender Submission Letter (Form BG-1) b) Tenderer Information Sheet (Form BG-2) c) Specifications Submission and Compliance Sheet (Form BG-5) d) Completed Delivery Schedule as per Section 6: Schedule of Requirements. e) Purchase Order or work order or contract agreement of supplying similar

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	goods The tenderer shall also be required to submit the followings along with the tender: a. Valid Trade License. b. Upto date Income tax certificate. c. VAT registration certificate d. Authorization Certificate for Tally e. Bank Statement (most recent of last 6 month)
ITT 19	Alternatives offers will not be permitted.
ITT 20	Tenders are being invited for a single lot . Price quoted for single lot shall correspond to 100 % of the items specified for single lot and correspond at least to 100% of the total lot value.
ITT 24 (d)	A Manufacturer's Authorisation Letter is required for all the items listed in Section 6: Schedule of Requirements of each lot.
ITT 25	The Tender Validity period shall be [60 days] days.
ITT 27	The amount of the Tender Security shall be [3%] of total quoted price in favour of [Bangladesh Legal Aid and Services Trust]
E. Submission of Tender	
ITT 29 (d)	The inner and outer envelopes shall bear the following additional identification marks: [Software-Tally Server 9][BLAST/Admin/696/0421]
ITT 30	For Tender submission purposes , The deadline for hand-delivering of the Tenders at the PRIMARY ADDRESS is: Attention: [Md. Iqbal Mahmud], Address: [Bangladesh Legal Aid and Services Trust] [3 rd Floor, YMCA Development Canter, 1/1 Pioneer Road, Kakrail, Dhaka-1000] or send through email at purchase@blast.org.bd Date: 6, May, 2021 Time: 3:00 PM, 2021
F. Opening and Evaluation of Tenders	
ITT 33	The Tender opening shall take place at Address: [Bangladesh Legal Aid and Services Trust] [3 rd Floor, YMCA Development Canter, 1/1 Pioneer Road, Kakrail, Dhaka-1000]. Public Opening will not be held Time & Date: 6, May, 2021, 3:30 PM
ITT 41 (C. iv)	The applicable economic factors, for the purposes of evaluation of Tenders shall be: Support and Maintenance facility
G. Award of Contract	
ITT 47	The maximum percentage by which quantities per of user license may be increased is 20% at the time of Contract Award. The maximum percentage by which quantities per user license may be decreased is 20% at the time of Contract Award.
ITT 49	The amount of Performance Security shall be five (5%) percent of the Contract Price.

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Section 3. General Conditions of Contract

1. Definitions: In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:

- a. **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
- b. **Contract Agreement** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
- c. **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
- d. **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract;
- e. **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the point of delivery, including overhead, taxes, duties, fees and such other similar levies including corresponding incidental charges and premiums for banking and insurances, as applicable.
- f. **Day** means calendar days unless otherwise specified as working days;
- g. **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;
- h. **Force Majeure** means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more as included in GCC Clause 36;
- i. **GCC** mean the General Conditions of Contract;
- j. **Goods** means raw materials, products, software and equipment and objects in solid, liquid or gaseous form, electricity, computer code form and related Services if the value of such Services does not exceed that of the Goods themselves;
- k. **Government** means the Government of the People's Republic of Bangladesh;
- l. **Purchaser** means the Entity purchasing the goods and related services, as specified in the PCC;
- m. **Related Services** means Services linked to the supply of Goods contracts;
- n. **PCC** means the Particular Conditions of Contract;
- o. **"Software"** is "Packaged Copyrighted Software Products" and means Computer Software that is used regularly and is sold, licensed, or leased in significant quantities to the general public at established market or catalog prices.
- p. **"User"** means individual who use software which is licensed procured by the organization.
- q. **Supplier** means a Person under contract with a Purchaser for the supply of Goods and related services under the Act;
- r. **Site** means the point(s) of delivery named in the PCC
- s. **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

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- t. **“Support”** means provide necessary assistance as required which includes Software updates, maintenance and support Services, consulting, training and other agreed support Services provided by or through Vendor.

2. Interpretation: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement. 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.

3. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

4. Communications and Notices: 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**.

5. Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh.

6. Governing Language: The Contract shall be written in English language. Correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser may be written in English or Bangla language.

7. Corrupt, Fraudulent, Collusive, Coercive Practices: The BLAST requires that the Purchaser as well as the Supplier shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts. If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Purchaser against the Supplier alleged to have carried out such practices, the Purchaser shall exclude the Supplier from further participation in the particular Procurement proceeding **or** declare, at its discretion, the Supplier to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time. To terminate the contract Purchaser may, upon giving 14 days’ notice to the Supplier, and the provisions of Clause 39 shall apply as if such expulsion had been made under sub-clause 39.1 (Termination for Default). The Supplier shall permit the purchaser to inspect the Supplier’s accounts and records and other documents relating to the submission of Tender and contract performance if so required. For the purpose, 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 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 the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
- c. **Collusive practice** means a scheme or arrangement 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

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- d. **Coercive practice** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract,

8. Scope of Supply: The Goods and related services to be supplied shall be as specified in Section 6: Schedule of Requirements.

9. Assignment: The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

10. Eligibility: The Supplier and its Subcontractor(s) shall have the nationality of a country other than that specified in the **PCC**. All Goods and related services to be supplied under the Contract shall have their origin in the countries except any specified in the **PCC**.

11. Gratuities / Agency Fees : 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.

12. Confidential Details: The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Purchaser's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, data, pattern, financial information, sample, or information furnished by or on behalf of the Purchaser and shall remain the property of the Purchaser.

13. Trademark, Patent and Intellectual Property Right: The Purchaser should not be liable for any infringement of intellectual property rights arising from use of the good or software procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must indemnify and hold the Purchaser free and harmless against such claims and shall not be in contravention of Trademark Act, 2009 and Patent and Design Act, 1911 Copyright act 2000 and Copyright rules 2006.

14. Licensing: Vendor must supply licensed software to purchaser and indemnify the purchaser due to customization or modification of software as per organisation requirements. Vendor must provide license to all user account as per specification. Vendor grants the organization a personal non-transferable and non-exclusive right to use, in object code form only, all Software and related documentation furnished to BLAST under this Agreement. This license grant shall be limited to use with the Hardware (if any) or Products (if any) for which the Software was obtained, or on a temporary basis, on back-up equipment when the original Hardware or Product is inoperable. Use of Software on multiple processors is prohibited unless otherwise agreed in writing. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased or at any time, subject to the restrictions on the maximum number of Users activation **specified in PCC**.

15. Testing and Acceptance: The organization shall have the right to copy the Software, in whole or in part, for use in conducting benchmark or acceptance tests, for business recovery and disaster

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recovery testing or operations, and consistent with the security, records or other policy of the BLAST for archival or emergency purposes, or to replace a worn copy; but not for use in preparing derivative works unless expressly allowed by the Agreement or subsequent Statements of Work.

16. Data Security and Disaster Recovery: Vendor must provide support in order to provide data security and in the situation of disaster recovery.

17. Support, update and maintenance: license includes the right to regular updates, maintenance releases or other enhancements made generally available to Vendor's licensees without additional cost for a certain period under contract price agreed by both parties. Vendor's right to a new license for new version releases of the Software shall not be abbreviated by the foregoing. Software bundled with any other Product may be used only with the Product and with the configuration in which the Product is sold by Vendor or subsequently upgraded by Vendor. Vendor should provide following support coverage through site visit or online:

- a. Software troubleshoot
- b. Problem arising in day to day operation of Tally.
- c. Providing the best use of default Tally for operating
- d. Fixation of license problem, data restoration.
- e. Error solution so far built in Tally system allows.
- f. Online support, over phone support.

18. Ownership: The purchased license is owned by BLAST including user accounts. The BLAST's license neither transfers, vests nor infers any title or other ownership right in any intellectual property right of Vendor, or any third party. The Organization's license neither transfers, vests nor infers any title or other ownership right in any source code associated with the Software unless otherwise agreed by the parties, and will not be construed as a sale of any ownership rights in the Software, unless Custom or Modified Software is being developed.

19. Use of Software Information: The Organization agrees that any Software or technical information owned by Vendor ("Information") or its suppliers furnished to the Organization under this Agreement shall be and remain the property of the Vendor, or its suppliers, respectively. Software and information furnished to the organization under this Agreement

Shall be used by the BLAST only to install, operate or maintain the Product for which they were originally furnished;

Shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this agreement.

20. Supplier's Responsibilities: The Supplier shall supply all the Goods and Related Services specified in the Schedule of Requirements in conformity in all respects with the provisions of the Contract.

21. Purchaser's Responsibilities: 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.

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22. Issue change order, Repeat Orders or Order for Additional Delivery or renew subscription: The Purchaser may, in exceptional circumstances, issue Repeat Order or additional delivery where the items already been procured through competitive method of an additional quantity within three months from the date of opening provided that prices are still the most advantageous to the Purchaser after price verification after the approval by the approving authority. Moreover, purchase may renew subscription based contract for a period of time based on the performance of supplier. The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 4, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where goods to be delivered under the Contract are to be specifically manufactured or customize for the Purchaser;
- (b) the method of packing;
- (c) the place(s) of delivery of goods and related services; and
- (d) the related services to be provided by the Supplier.

23. Renewal and amendment of contract: The Purchaser may renew (if applicable) after end of software agreement or any intangible subscription based product and may amend in the event of changes pursuant to GCC Sub-Clause 22, an equitable adjustment shall be made in the contract price or in the delivery, or in the completion schedule, as applicable, and the Contract shall be amended accordingly. 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 or in the completion schedule, and the Contract shall accordingly be amended or renewed after the approval of approving authority of BLAST.

24. Packing,: 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; please specified in **PCC**.

25. Delivery & Documents: Subject to GCC Clause 22, the delivery of the Goods and completion of the related services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the **PCC**.

26. Acceptance: Acceptance by the Purchaser shall be processed not later than fourteen (14) days from receipt of the goods at final destination in the form of an Acceptance Certificate, unless any defects in the supply, any damage during transport or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier. Technical Inspection, if considered appropriate and constituted by the Purchaser shall commence the inspection and acceptance process within forty-eight (48) hours from delivery of the goods, and complete the same as soon as practicable.

27. Transportation: The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements, defined as the Site, transport to such place of destination, including insurance, other incidental costs, and temporary storage, if any.

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28. Contract Price: The Contract Price shall be fixed as specified in the **PCC** subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. With the exception of any change in price resulting from a Variation Order or Repeat Order or Order for Additional Delivery issued under GCC Clause 22.

29. Terms of Payment: The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the **PCC**. 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 as stated under GCC Clause 25 and 26 and upon fulfilment of any other obligations stipulated in the Contract Agreement. Payments shall be made promptly by the Purchaser, but in no case later than the days indicated in the **PCC** after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

30. Taxes and Duties: The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred until delivery of the contracted goods to the Purchaser.

31. Performance Security:

31.1 The Performance Security shall be in the amount stated **in PCC**. The Purchaser may claim against the security if any of the following events occurs and the Supplier fails to remedy them within fourteen (14) days of notice having been provided by the Purchaser to the Supplier to do so:

- (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.

31.2 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.

31.3 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.

31.4 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.

32. Specifications and Standards: The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser before the signing of the contract; however, this provision shall not apply in the case of negligence or other failure on the part of the Supplier.

33. Inspections and Tests:

33.1 The Purchaser shall have the right to test the Goods to confirm their conformity to the Contract specifications. The **PCC** and Technical specifications shall specify what tests the Purchaser requires and where they are to be conducted. The Supplier shall at its own expense and at no cost to the Purchaser, carry out all such tests of the Goods and related services as are specified in the Contract.

33.2 The Supplier may provide the Purchaser with a report of the results of any such test.

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

33.4 The Purchaser or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 33.1, provided that the Purchaser shall bear all of its own costs and expenses incurred in connection with such attendance.

33.5 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the 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.

33.6 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 as are specified in the Contract.

33.7 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 under GCC Sub Clause 33.5.

33.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report as stated under GCC Sub Clause 33.2, shall relieve the Supplier from any warranties or other obligations under the Contract.

34. Warranty

34.1 The Supplier warrants that all the Goods supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the design and/or material required by the Purchaser provides otherwise under GCC Clause 22.

34.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bangladesh.

34.3 In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of two (2) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or such other period as may be specified in the **PCC**.

34.4 The Warranty Period of the Supplies shall start from the date of completion of delivery in the form of submission by the Supplier and acceptance by the Purchaser, of the Delivery Chalan/note

34.5 The Warranty Periods may vary among the various items and lots. The warranty for Goods delivered earlier will expire earlier than the succeeding deliveries.

34.6 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

34.7 Upon receipt of such notice, the Supplier shall, within the period specified in the **PCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

35. Extension of Delivery and Completion Schedule:

35.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall

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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 grant an extension of the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

35.2 Except in case of Force Majeure, as provided under GCC Clause 38, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of Liquidated Damages pursuant to GCC Clause 36, unless an extension of the Delivery and Completion Schedule is agreed upon, pursuant to GCC Clause 35.

36. Liquidated Damages: Except as provided under GCC Sub Clause 38.3, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule specified in the contract or as extended, the Purchaser shall, as Liquidated Damages or Delay Damages, deduct from the Contract Price, a sum at the percent-rate per week of delay as specified in **the PCC**, of the contract value of the undelivered Goods and related services or part thereof delivered after the Delivery and Completion Schedule or as extended. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the **PCC**. The Purchaser may deduct Liquidated damages from payments due to the Supplier. Payment of Liquidated damages shall not affect the Supplier's liabilities.

37. Limitation of Liability: Except in cases of criminal negligence or wilful misconduct, the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and 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.

38. Force Majeure:

38.1 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

38.2 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.

38.3 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.

39. Termination

39.1 Termination for Default: The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty-eight (28) days written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

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- 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 35 ;or
- II. if the Supplier fails to perform any other obligation under the Contract; or
- III. if the Supplier, in the judgement of the Purchaser has engaged in corrupt, fraudulent, collusive and coercive practices as defined in GCC Clause 7, in competing for or in executing the Contract; or
- IV. if the deductible amount due to Liquidated Damages reaches its maximum as stated under GCC Clause 36.
- V. In the event the Purchaser terminates the Contract in whole or in part, as stated under GCC Clause 39.1, 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.

39.2 Termination for Insolvency: The Purchaser and the Supplier 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.

39.3 Termination for Convenience

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. The Goods that are complete and ready for shipment within twentyeight (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:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. 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.

40. Settlement of Disputes:

40.1 Amicable Settlement: 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.

40.2 Arbitration:

a. If the Parties are unable to reach a settlement under GCC Clause 40.1 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 40.2(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.

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Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(n)	The Purchaser is [Bangladesh Legal Aid and Services Trust] represented by [Md. Iqbal Mahmud] Address: [3 rd Floor, YMCA Development Center, 1/1 Pioneer Road, Kakrail, Dhaka-1000]
GCC 1.1(s)	The site(s)/ point(s) of delivery is/are: [5 th Floor, YMCA Development Center, 1/1 Pioneer Road, Kakrail, Dhaka-1000]
GCC 4	For notices , the Purchaser's contact details shall be: Attention: [Pretom Majumder, Senior Procurement Officer, Administration] Address: [3 rd Floor, YMCA Development Center, 1/1 Pioneer Road, Kakrail, Dhaka-1000] Telephone: [028391973] Electronic mail address: [purchase@blast.org.bd] For notices , the Supplier's contact details shall be: Attention [insert name with designation]: Address: Telephone: Electronic mail address:
GCC 10	The Supplier or the Subcontractor that is a national of, or registered in, the following countries are not eligible: Israel Goods and related services to be supplied shall not have their origin in the following countries: Israel
GCC 14	Number of user activation (for software): 30
GCC 24	The packing, marking and documentation inside and outside the packages shall be: The outer packing may be clearly marked on at least four sides as follows: Contract Number Name and address of Purchaser Country of origin Product serial number (for IT & software) License key code and certificate (for software)
GCC 25	The documents to be furnished by the Supplier as follows: Copies of Supplier's invoice showing goods' description, quantity, unit price, total amount; Delivery note/chalan, railway receipt, or truck receipt; Tenderer's and/or Manufacturer's warranty certificate (if applicable); Inspection certificate issued by the nominated inspection agency (or Purchaser) and/or the Supplier's factory inspection report (if any/required).
GCC 23.1	The original Contract price is: [Shall be mentioned in NOA]
GCC 29	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

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	<p>Advance Payment: Advance Payment may be paid to the Supplier which will be determined through negotiation before contract signing.</p> <p>On Delivery and Acceptance: 100% of the contract value shall be paid upon issuing a completion of delivery certificate in delivery chalan/note by the Purchaser as evidence that 100% completion of delivery of all items at the place(s) described in the Section 6: schedule of requirement has been performed satisfactorily by the Supplier.</p> <p>Payments shall be made in no case later than the [28 days] after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p>
GCC 31	Performance Security shall be made (5%) five percent of total contract price in the form of DD/Pay order from any scheduled bank of Bangladesh , or deduct in case of advance payment in favour of ‘Bangladesh Legal Aid and Services Trust’
GCC 33.1	<p>The inspections and tests shall be (if any)</p> <p>Goods: Manufacture serial number, license key number and certificate, packaging damage and hardware damage, user license number</p> <p>Time or milestone: At the time of delivery</p>
GCC 34.3	The Warranty Period shall be: [as per license period]
GCC 34.7	The Supplier shall correct any defects covered by the warranty within <i>07 days</i> of being notified by the Purchaser of the occurrence of such defects.
GCC 36	<p>The amount of Liquidated Damages is ONE (0.5%) percent of the contract value of the undelivered Goods or any part thereof delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable, per week of delay.</p> <p>Guide to application of GCC Sub Clause 33.1 above</p> <p>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae</p> $T = V \times P \times n$ <p>Where;</p> <p>T = Total amount of Liquidated Damages</p> <p>V = Contract Value of undelivered Goods or any part thereof, delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable</p> <p>P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay</p> <p>n = No of weeks delayed for delivery of the undelivered Goods or any part thereof, after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable.</p> <p>The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is 5% percent of the final Contract Price of the whole of the Goods and related services.</p>

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Section 5. Tender and Contract Forms

Form	Title
	<i>Tender Forms</i>
BG – 1	Tender Submission Letter
BG – 2	Tenderer Information Sheet
BG -- 3	Subcontractor Information (<i>if applicable</i>)
BG – 4A	Price Schedule for Goods
BG – 4B	Price Schedule for Related Services
BG – 5	Specifications Submission and Compliance Sheet
BG – 6	Manufacturer’s Authorisation Letter
BG – 7	Bank Guarantee for Tender Security (when this option is chosen/if required)
	<i>Contract Forms</i>
BG – 9	Notification of Award
BG–10	Contract Agreement

Forms BG-1 to BG-7 comprises part of the Tender and should be completed as stated in ITT Clause 17.

Forms BG-9 to BG-10 comprises part of the Contract as stated in GCC Clause 7.

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Tender Submission Letter (Form BG - 1)

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

To: [Contact Person] [Name of Purchaser] [Address of Purchaser]	Date:
Invitation for Tender No:	IFT No _____
Tender Package No:	Package No _____
Lot No (when applicable)	Lot No _____

We, the undersigned, tender to supply in conformity with the Tender Document the following Goods and related services, viz:

--

In accordance with ITT Clauses 20 and 21, the following price applies to our Tender:

The Tender Price is: _____
(ITT Sub Clause 20 and 21) [in figures]
Taka _____
[in words]

The advance payment (when applicable) is: _____
[insert the amount based on percentage of the Tender Price] [in figures]
(GCC Sub Clause 21) Taka _____
[in words]

and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form **BG - 11**.

Mandatory Spare parts Price (when Economic Factor applicable) is: _____
(ITT Sub Clause 41.c (iv)) [in figures]
Taka _____
[in words]

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

our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 25) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

a Tender Security is attached in the form of a [Pay Order / Bank Draft / Bank Guarantee] in the amount stated in the Tender Data Sheet (ITT Clause 27) and valid for a period of twenty-eight (28) days beyond the Tender Validity date;

if our Tender is accepted, we commit to furnishing a Performance Security in the amount stated in the Tender Data Sheet (ITT Sub Clause 49) in the form stated in Tender Data Sheet (ITT Sub Clause 49) and valid for a period of twenty-eight (28) days beyond the date of completion of our performance obligations;

we have examined and have no reservations to the Tender Document, issued by you on [insert date];



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including Addendum to Tender Documents No(s) [state numbers], issued in accordance with the Instructions to Tenderers (ITT Clause 10). [insert the number and issuing date of each addendum; or delete this sentence if no Addendum have been issued];

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

we are submitting this Tender as a sole Tenderer

we meet the requirements of ITT Sub Clause 5];

we, including as applicable Subcontractor have not been declared ineligible by the Government of Bangladesh or the Development Partner, under the laws of Bangladesh or official regulations or by an act of compliance with a decision of the United Nations Security Council on charges of engaging in corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practices, in accordance with ITT Sub Clause 4;

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

we, confirm that we do not have bankruptcy, or financial failure or barred form any organization as stated in ITT Sub Clause 5

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

we understand that you reserve the right to accept or reject any Tender, to cancel the Tender proceedings, or to reject all Tenders, without incurring any liability to Tenderers, in accordance with ITT Clause 45.

Signature:

Name:

NID No:

In the capacity of (Designation):

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

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

Attachment 1: Written confirmation authorising the above signatory(ies) to commit the Tenderer, in accordance with ITT Sub-Clause 28;

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Tenderer Information Sheet (Form BG-2)

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted]

Invitation for Tender No: [IFT No] Date [Insert date of Tender Submission]
Tender Package No: [Package No]
Lot No. (when applicable) [Lot No]

1. Eligibility Information of the Tenderer [ITT Clauses 5 & 22]	
1.1	Tenderer's Legal Name:
1.2	Tenderer's legal address in Country of Registration
1.4	Tenderer's Year of Registration
1.5	Tenderer's legal status [complete the relevant box]
	Proprietorship
	Partnership
	Limited Liability Concern
	Government-owned Enterprise
	Others [please describe, if applicable]
1.6	Tenderer's Authorised Representative Information
	Name
	National ID number
	Address
	Telephone / Fax Numbers
	e-mail address
1.8	Tenderer to attach photocopies of the original documents mentioned aside [All documents required under ITT Clauses 5 and 22]
The following two information are applicable for National Tenderers	
1.9	Tenderer's Value Added Tax Registration (VAT) Number
1.10	Tenderer's Tax Identification Number(TIN)
2. Qualification Information of the Tenderer [ITT Clause 24]	
2.1	General Experience in the supply of Goods and related services of Tenderer [State years of experience]

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2.2	Specific Experience of satisfactory completion of supply of similar Goods		
	Contract No	[insert reference no] of [insert year]	
	Name of Contract	[insert name]	
	Award date	[insert date]	
	Completion date	[insert date]	
	Total Contract Value	[insert amount]	
	Brief description with justifications of the similarity compared to the Purchaser's requirements	[state justification in support of its similarity compared to the proposed supply]	
	Contract No	[insert reference no] of [insert year]	
	Name of Contract	[insert name]	
	Award date	[insert date]	
	Completion date	[insert date]	
	Total Contract Value	[insert amount]	
	Brief description with justifications of the similarity compared to the Purchaser's requirements	[state justification in support of its similarity compared to the proposed supply]	
** Add more contract details in another page by following above format if possible. (Provide copy of contracts as supporting documents)			
2.3	Supply and/or production capacity of Goods are:		
	Year	Quantity	Type of Goods
2.4	Liquid assets available		
	No	Source of Financing	Amount Available

Subcontractor Information (Form BG-3)

[This Form should be completed by each Subcontractor, preferably on its Letter-Head Pad]

Invitation for Tender No:

[IFT No]

Tender Package No

[Package No]

Lot No. (when applicable)

[Lot No]

1.	Eligibility Information of the Subcontractor [ITT Clause 5 and 22]	
1.1	Nationality of Individual or country of Registration	
1.2	Subcontractor's legal title	

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1.3	Subcontractor's registered address	
1.4	Subcontractor's legal status <i>[complete the relevant box]</i>	
	Proprietorship	
	Partnership	
	Limited Liability Concern	
	Government-owned Enterprise	
	Other (please describe)	
1.5	Subcontractor's year of registration	
1.6	Subcontractor's authorised representative details	
	Name	
	Address	
	Telephone / Fax numbers	
	e-mail address	
1.7	Subcontractor to attach copies of the following original documents	All documents to the extent relevant to ITT Clause 5 and 22 in support of its qualifications
The following two information are applicable for national Subcontractors		
1.8	Subcontractor's Value Added Tax Registration (VAT) Number	
1.9	Subcontractor's Tax Identification Number(TIN)	
2. Key Activity(ies) for which it is intended to be Subcontracted		
2.1	Elements of Activity	Brief description of Activity
2.2	List of Similar Contracts in which the proposed Subcontractor had been engaged	
	Name of Contract and Year of Execution	
	Value of Contract	
	Name of Purchaser	
	Contact Person and contact details	
	Type of Work performed	

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Price Schedule for Goods (Form BG-4A)

Package Name:.....

Invitation for Tender No:		Date:	
Tender Package No:		Package Description (as per section 6)	
Tender Lot No:		Lot Description: (as per section 6 if any)	

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

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

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

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

Signature (authorized representatives):	
Name:	
In the capacity of (designation):	[insert designation of signatory]
Duly authorized to sign the Tender for and on behalf of the Tenderer	

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Price Schedule for Related Services (if applicable) (Form BG-4B) 1

Package Name:.....

Invitation for Tender No:		Date:	
Tender Package No:		Package Description (as per section 6):	
Tender Lot No:		Lot Description (as per section 6 of any):	

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

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

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

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

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

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Specifications Submission and Compliance Sheet (Form BG-5)

Invitation for Tender No:

Tender Package No:

Tender Lot No:

Date:

Package

Description:

Lot

Description

(if any):

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

[The Tenderer should complete all the columns as required]

Signature:	
Name:	
In the capacity of (Designation):	
Duly authorised to sign the Tender for and on behalf of the Tenderer	

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Manufacturer's Authorisation Letter (Form BG - 6)

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

[The Tenderer shall include it in its Tender, if so indicated in the **TDS as stated under ITT Sub Clause 24**]

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No(<i>when applicable</i>):	
To: [Name and address of Purchaser]	

WHEREAS

We [insert complete name of Manufacturer],

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

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

We hereby extend our full guarantee and warranty as stated under GCC Clause 34 of the General Conditions of Contract, with respect to the Goods offered by the above Tenderer.

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

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

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

Title: [insert title]

Date: [insert date of signing]



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Bank Guarantee for Tender Security (Form BG - 7)

[this is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh as stated under ITT Clause 27]

Invitation for Tender No:

Date:

Tender Package No:

Tender Lot No:

To:

[Name and address of Purchaser]

TENDER GUARANTEE No: [insert number]

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 unconditionally 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) ;
- c. or failed to furnish Performance Security within the period as stipulated in the NOA; or refused to sign the Contract Agreement by the time specified in the NOA; or
- d. did not accept the correction of the Tender price following the correction of the arithmetic errors in accordance with the ITT.

This guarantee will expire:

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

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

Signature

Seal



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Notification of Award (Form BG - 9)

Contract No:

Date:

To:

[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 Purchaser]*.

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 48
- II. furnish a Performance Security in the specified format and in the amount of Tk *[state amount in figures and words]*, within fourteen (14) days of receipt of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 49
- III. sign the Contract within twenty-eight (28) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 50

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 Purchaser]*

Date:

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Sample Contract Agreement (Form BG -10)

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 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 completed Tender
 - d. Particular Conditions of Contract;
 - e. General Conditions of Contract;
 - f. Technical Specifications;
 - g. Drawings (if any);
 - h. Price Schedules and Schedule of Requirements and;
 - i. other document including correspondences listed in the PCC forming part of the Contract
- 3) In consideration of the payments to be made by the 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		
Address		

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Section 6. Schedule of Requirements

Invitation for Tender No:

Date:, 2021

BLAST/Admin/...../.....21

Package Name: [.....]

A. List of Goods and Delivery Schedule

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

Item No.	Description of Item	Unit of Supply	Quantity of Units required	Point of Delivery	Date Required (in weeks)
1	2	3	4	5	6
1	Installation of Tally Server 9 software (TS 9 software) Cloud System	Nos	1	Bangladesh Legal Aid and Services Trust, 5 th Floor, YMCA Development Center 1/1 Pioneer Road, Kakrail, Dhaka-1000	2 weeks from the date of contract signing
2	Tally virtual user (TVU) activation	Nos	30		

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B. List of Related Services and Completion Schedule

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

Item No.	Description of Related Services	Unit of Supply	Quantity of Units Required	Point at which Services are required	Required Completion Date for Services
1	2	3	4	5	6
1	Software update support and maintenance <ul style="list-style-type: none">• Software troubleshoot Problem arising in day to day operation of Tally.• Providing the best use of default Tally for operating• Fixation of license problem, data restoration.• Error solution so far built in Tally system allows.• Online support, over phone support.	Months	12	Bangladesh Legal Aid and Services Trust, 5 th Floor, YMCA Development Center 1/1 Pioneer Road, Kakrail, Dhaka-1000	

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

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

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Section 7. Technical Specifications

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

Technical Specifications for [Software-Tally Server 9]

Item No.	Required Technical Specification and Standards	Offered Technical Specification and Standards
01.	Installation of Tally Server-9 (Cloud System) <ul style="list-style-type: none">- Run from cloud server- Able to access for any pc or device using any operation system- Able data backup on cloud	
02	Tally Virtual User (TVU) activation for cloud system	