



**BRAC Head Office
BRAC Centre, 75, Mohakhali, Dhaka 1212**

TENDER DOCUMENT

IFT of Fire detection and protection system for Dhanmondi Aarong commercial building project

**Invitation for Tender No: BPD/2022/IFT-1440
Issued on: 09-05-2022
Tender Package No: BPD/2022/IFT-1440
Submission System: Single envelope type**

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STANDARD TENDER DOCUMENTS (STD)
Section 1: Instructions to Tenderers (ITT)

A. General

- 1. Scope of Tender** 1.1 The Purchaser **indicated in the Tender Data Sheet (TDS)**, issues this Tender Document for the supply of Goods and Related Services, or Non-Consulting Services, as identified in the TDS and as specified in detail in Section 5: Tender Submission.
- 1.2 The successful Tenderer will be required to complete the delivery of the goods and related services (if applicable), as specified in Section 5.
- 1.3 Throughout this Tender Document:
- (a) The term "in writing" means communicated in written form with proof of receipt;
 - (b) If the context so requires, singular means plural and vice versa; and
 - (c) "Day" means calendar day.
- 2. Source of Funds** 2.1 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.
- 2.2 For the purpose of this provision, "funds" means any monetary resources appropriated to BRAC, or revenues generated by BRAC and its entities or aid grants and credits put at the disposal of BRAC by the development partners through the Government or directly through bilateral agreement/ understanding.
- 2.3 Payments by the development partner, **if so indicated in the TDS**, will be made only at the request of BRAC and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subjected in all respects to the terms and conditions of that Agreement.
- 3. Corrupt, Fraudulent, Collusive or Coercive Practices** 3.1 The BRAC requires that Tenderers and Suppliers shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts.
- 3.2 In pursuance of this requirement, the Purchaser shall:
- (a) Exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award and
 - (b) Declare a Tenderer ineligible, either permanently or for a stated period of time, from participation in procurement proceedings under public 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 BRAC funds.
- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tenderer to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons

thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tenderer and the Purchaser related to matters of alleged fraud, corruption, collusive or coercive practice shall be in writing.

3.4 The Tenderer shall be aware of the provisions on fraud, corruption, collusive and coercive practices stated in GCC Clause 3.

3.5 The Purchaser's personnel have an equal obligation not to solicit, ask for and/or use coercive, collusive, corrupt or fraudulent methods to obtain personal benefits in connection with the said proceedings.

4. Eligible Tenderers

4.1 This Invitation for Tenders is open to eligible Tenderers from all countries, **except for any specified in the TDS**. This criterion shall also apply to the determination of the nationality of proposed sub-suppliers for any part of the Contract including Related Services.

4.2 A Tenderer may be a physical or juridical individual or body of individuals, or company, invited to take part in a Tender in response to an Invitation for Tenders. Furthermore, a Tenderer is permitted to form a Joint Venture, Consortium or Association (JVCA) in preparing and submitting this Tender; tenders submitted by a joint venture of two or more partners shall comply with the following requirements:

- (a) The tender, and in case of successful tender, the Contract, shall be signed so as to be legally binding on all partners;
- (b) One of the partners shall be authorised to be in charge; and this authority shall be evidenced by submitting a power of attorney signed by legally authorised signatories of all the partners;
- (c) The partner in charge shall be authorised to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the joint venture;
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (b) above as well as in the Tender Submission Form and the Contract (in case of a successful tender); and
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

4.3 A BRAC-owned enterprise in Bangladesh may also participate in the Tender under the same conditions as any other tenderer, and no advantages shall be given to such BRAC-owned enterprises.

4.4 The Tenderer shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub-Clause 3.3.

4.5 The Tenderer with a consistent history of litigation or a number of arbitration awards against it, **as specified in the TDS**, shall not be eligible to tender. The Tenderer shall supply the information requested in the Tenderer Information Form.

4.6 The Tenderer shall have the legal capacity to enter into the Contract.

4.7 The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject to legal proceedings for any of the foregoing.

- 4.8 The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.
- 4.9 The Tenderer must guarantee that it complies with all applicable Anti-Terrorism Laws and does not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. “Anti-Terrorism Laws” shall mean any laws relating to terrorism or money laundering, including: Anti-Terrorism Act of 2009 (as may from time to time be amended, renewed, extended, or replaced) and any international conventions related to terrorism and counter-terrorism.

5. Eligible Goods and Related Services

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

B. Tender Document

6. Tender Document Sections

6.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any amendment issued in accordance with ITT Clause 8.

- Section 1: Instructions to Tenderer;
- Section 2: Tender Data Sheet;
- Section 3: General Conditions of Contract (GCC),
- Section 4: Special Conditions of Contract (SCC),
- Section 5: Tender Submission Forms; and
- Section 6: Contract Forms

6.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent, **as stated in the TDS**.

6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.

7. Tender Document Clarification

7.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser’s address **indicated in the TDS**. The Purchaser will respond in writing to any request for clarification received no later than five (5) days prior to the deadline for submission of Tenders.

7.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.

7.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 8 and ITT Sub-Clause 24.3.

8. Tender Document: Amendment

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

C. Qualification Criteria

9. Tenderer- General Criteria

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

10. Tenderer: Experience Criterion

- 10.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract
- (a) specific experience in the supplying of similar goods and related services **as specified in the TDS**; and
 - (b) A minimum production capacity or availability of equipment **as specified in the TDS**.
- 10.2 In the case of a Tenderer offering to supply standard off-the-shelf goods that the Tenderer did not manufacture, the Tenderer shall furnish the Manufacturer's printed brochure describing the goods and their performance
- 10.3 In the case of a Tenderer offering to supply goods which the Tenderer did not manufacture or otherwise produce, the Tenderer

shall submit a Manufacturer's Authorisation Letter (Form BPD1-16) in the format indicated in Section 5: Tender Submission **as stated in the TDS.**

**11. Tenderer:
Financial Capacity**

- 11.1 The Tenderer shall demonstrate that it has satisfactorily completed supply of similar goods of value under at least three (3) contracts over a period **as stated in the TDS.**
- 11.2 The Tenderer shall have the availability of minimum liquid assets or working capital or credit facilities from a Bank, **as specified in the TDS.**

D. Tender Preparation

12. Tender: Only One

- 12.1 A Tenderer shall submit only one Tender for the total requirement. A Tenderer who submits or participates in more than one Tender will cause all the Tenders with that Tenderer's participation to be rejected.

**13. Tender:
Preparation Costs**

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

**14. Tender:
Language**

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

15. Tender: Contents of Tender Submission

- 15.1 The Tender prepared by the Tenderer shall comprise of the:
- Completed Tender Submission Letter (Form BPD1-11).
 - Completed Price Schedule (Form BPD1-12).
 - Completed Schedule of Goods, Related Services and Spare parts (Form BPD 1-13).
 - Technical Specification of the Goods and Compliance (Form BPD1-14).
 - Tenderer Information (Form BPD1-15).
 - Manufacturer's Authorisation Letter (Form BPD1-16), if required.
 - Original Tender Security, completed in accordance with ITT Clause 21, if required.
 - Any **other document as specified in the TDS.**

16. Tender:

- 16.1 Alternative Tenders shall not be considered, **unless otherwise**

Alternatives**17. Tender: Prices and Discounts****stated in the TDS.**

17.1 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.

18. Tender: Prices and Currency

18.1 The Tender shall state against each Item required both the Unit Price and the Total Price for the quantity required. For any item listed in the Schedule against which the Tenderer does not quote, it shall be assumed that the Tenderer is unable to supply that item and the Tender will be considered non-responsive.

18.2 All prices shall be quoted in Bangladesh Taka and shall not be subject to variation on any account.

19. Tenderer: Dis-qualification

19.1 The Purchaser shall disqualify a Tenderer who submits a document containing false information or misleads or makes false representations in relation to any aspect of the tender process. If such an occurrence is proven, the Purchaser may declare such a Tenderer ineligible, either permanently or for a stated period of time, to participate in future procurement proceedings.

19.2 The Purchaser may disqualify a Tenderer who has a record of poor performance, such as abandoning the supply, not properly completing the contract (i.e. more than one contract not completed as per the contract conditions), inordinate delays (i.e. more than one contract where the agreed delivery time was exceeded by more than 100%), litigation history or financial failures.

20. Tender: Validity

20.1 Tenders shall remain valid for the period **specified in the TDS** after the deadline of Tender submission prescribed by the Purchaser pursuant to ITT Sub-Clause 24.1. The Purchaser shall reject as non-responsive any Tender that is valid for a shorter period than **specified in the TDS**.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 21, 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.

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, a Tender Security in original form and in an amount in Taka, **as specified**

in the TDS.

21.2 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 a Scheduled Bank of Bangladesh in the format furnished in Section 7: Bank Guarantee for Tender Security (Form BPD1-17); a foreign bank may provide a Unconditional bank guarantee through its corresponding bank in Bangladesh;
- (b) Be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 21.5 being invoked; and
- (c) Remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested in ITT Sub-Clause 20.2

21.3 If a Tender Security is required, the Purchaser shall reject as non-responsive any Tender not accompanied by a valid Tender Security.

21.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 20.1 and 20.2 or within ten (10) days after the signing of the contract with the successful Tenderer, whichever is earlier. The Tender Security of the successful Tenderer will be discharged immediate upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 44 and signing the Contract Agreement pursuant to ITT Clause 45.

21.5 The Tender Security may be forfeited:

- (a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Letter, except as provided in ITT Sub-Clause 20.2; or
- (b) If the successful Tenderer fails to:
 - (i) Accept the correction of its Tender Price pursuant to ITT Sub-Clause 33; or
 - (ii) Furnish a Performance Security in accordance with ITT Clause 44; or
 - (iii) Sign the Contract in accordance with ITT Clause 45 cc.

22. Tender Format and Signing

22.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 15.1 and clearly mark it "ORIGINAL". In addition, the Tenderer shall prepare copies of the Tender **as stated in the TDS** and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

22.2 The original and copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to

sign on behalf of the Tenderer. This authorisation shall consist of a written authorisation and shall be attached to the Tenderer Information Sheet. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E. Tender Submission

- 23. Tender: Sealing and Marking**
- 23.1 Tenders may be submitted in either hard copy and/or electronically **as specified in the TDS**. Where the tender is submitted in hard copy, the Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as “ORIGINAL” and “COPY.” The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope. The format for electronic submission is **as specified in the TDS**.
- 23.2 For hard copy submissions, the inner and outer envelopes shall:
- (a) bear the name and address of the Tenderer;
 - (b) be addressed to the Purchaser at the address **as specified in the TDS**;
 - (c) bear the name of the Tender and the Tender Number **as specified in the TDS**; and
 - (d) bear a statement “DO NOT OPEN BEFORE...” (*insert the time and date for Tender opening as specified in the TDS*)
- 23.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 23.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.
- 24. Tender: Submission Deadline**
- 24.1 Tenderers must submit their Tenders to the Purchaser, at the address specified in ITT Sub-Clause 23.2, no later than the date and time **specified in the TDS**.
- 24.2 Tenders may be hand delivered, posted by registered mail or sent by courier. The Purchaser shall, on request, provide the Tenderer with a receipt showing the date and time when its Tender was received.
- 24.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 8, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.
- 25. Tender: Submitted Late**
- 25.1 Any Tender received by the Purchaser after the deadline for submission of Tenders in accordance with ITT Clause 24 shall be declared late, will be rejected, and returned unopened to the Tenderer.

- 26. Tender: Withdrawal or Modification or Substitution**
- 26.1 A Tenderer may withdraw, modify or substitute its Tender after it has been submitted by sending a written notice, duly signed by the original authorised representative, in accordance with ITT Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The written notice must be:
- In the case of a WITHDRAWAL, be submitted in a sealed envelope, clearly identifying the relevant Tender and marked WITHDRAWAL;
 - In the case of a MODIFICATION or SUBSTITUTION, be submitted in a sealed envelope, with the relevant modified or substituted documents, clearly identifying the relevant Tender and marked MODIFICATION or SUBSTITUTION as applicable; and
 - Be received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.
- 26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 26.3 No Tender shall be withdrawn or modified after the deadline for submission of Tenders specified in ITT Clause 24.

F. Tender Opening and Evaluation

- 27. Tender: Opening**
- 27.1 The Purchaser may open the Tenders in public, with Tenderers allowed to attend and witness the opening, or not as specified in the TDS. Where it has been specified that the Tender Opening will be in public, Tenderers or their authorized representatives shall be allowed to attend and witness the opening of Tenders and shall sign a Tender Opening Sheet evidencing their attendance. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 26 shall not be opened. The following forms are to be maintained and records kept:
- Record of Tender Dropping (Form BPD 1-6).
 - Tender Opening Sheet for BRAC Officials (Form BPD 1-7).
 - Tender Opening Sheet for Participating Tenderers (Form BPD 1-8).
 - Statement of Tender Security (Form BPD 1-9).
 - Comparative Statement of the Quoted Prices (Form 1- 10).
- 27.2 The name of the Tenderer, Tender withdrawals or modifications or substitutions, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, if required, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those prices and discounts read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Tender Opening Committee.

- 27.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tenderer upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal or modification or substitution, the Tender Price, including any discounts and alternatives offered, if permitted, and the presence or absence of a Tender Security, if one was required.
- 27.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tenderer.
- 27.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 25.
- 28. Tender: Confidentiality**
- 28.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.
- 29. Tender: Clarification**
- 29.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 33.
- 30. Tenderer: Contacting the Purchaser**
- 30.1 Following the opening of the Tenders and until the Contract is signed no Tenderer shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 30.2 Any effort by a Tenderer to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 30.3 Notwithstanding ITT Sub Clause 30.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.
- 31. Tender: Responsiveness**
- 31.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 31.2 A substantially responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

32. Tender: Non conformities, Errors, and Omissions

- (b) limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
- (c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.
- 31.4 There shall be no requirement as to the minimum number of responsive Tenders.
- 32.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 32.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure by the Tenderer to comply with the request may result in the rejection of its Tender.

33. Tender: Correction of Arithmetical Errors

- 33.1 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of the Purchaser, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-Clause 33.1 is found it shall be immediately notified to the concerned Tenderer.
- 33.3 Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-Clause 33.1 shall have its Tender disqualified and its Tender Security may also be

forfeited.

34. Tender: Preliminary Examination

- 34.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 15 has been provided, and to determine the completeness of each document submitted.
- 34.2 The Purchaser shall assess whether the Tenderer's Qualifications as per ITT Clauses 9 to 11 are met; Tenderers are required to satisfy, on a Yes/No or Pass/Fail basis, all stipulated qualification requirements. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 35 and 36.

35. Tender: Technical Evaluation

- 35.1 The Purchaser shall secondly examine the Tender to confirm that, the Tenderer without any material deviation or reservation, has accepted all terms and conditions specified in the GCC.
- 35.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 15, to confirm that all requirements have been met without any material deviation or reservation.
- 35.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 31, it shall reject the Tender.

36. Tender: Financial Evaluation

- 36.1 The Purchaser shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Tender, the Purchaser shall consider the following to determine the highest ranked Tender:
- (a) The evaluation method selected as identified in ITT 36.4 **in the TDS;**
 - (b) Where the evaluation method is Lowest Cost Compliant, the highest ranked Tender shall be the lowest evaluated Tender;
 - (c) Where the evaluation method is the Weighted Method, the highest ranked Tender shall be the Tender that has achieved the highest total score;
 - (d) The Tender price as quoted in accordance with ITT Clauses 18, excluding local taxes (VAT and other taxes) which will be payable on the goods if a contract is awarded; and
 - (e) Price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 33.
- 36.3 If so indicated in the TDS (ITT Sub-Clause 17.1), the Tender Document shall allow Tenderers to quote separate prices for one or more lots, and shall allow the Purchaser to award contracts including one or multiple lots to more than one Tenderer following the methodology specified in ITT Sub-Clause 36.4.
- 36.4 To determine the highest ranked lot, or combination of lots, the Purchaser shall:

- (a) evaluate only the lot or lots which comply with the requirements specified in ITT Sub-Clause 17.1;
- (b) take into account:
 - (i) the resources sufficient to meet the aggregate of the qualifying criteria for the individual lots;
 - (ii) the highest ranked Tender for each lot calculated in accordance with the requirements of Evaluation Criteria;
 - (iii) the price reduction per lot or combination of lots and the methodology for their application as offered by the Tenderer in its Tender; and
 - (iv) The Contract award sequence that provides the optimum economic combination, taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post qualification criteria under ITT Clause 39.

**37. Tender:
Negotiation**

37.1 Post Tender Negotiations (PTN) may be conducted, after completion of the evaluation process and determination of the highest ranked bidder, either only with the highest evaluated bidder or alternatively with more bidders in order of ranking.

**38. Tender:
Comparison**

38.1 The Purchaser shall compare all substantially responsive Tenders to determine the highest ranked Tender, in accordance with ITT Clauses 35 and 36.

**39. Tenderer:
Post-
qualification**

- 39.1 The Purchaser shall determine to its satisfaction whether the Tenderer that is selected as the highest ranked bidder and substantially responsive Tender is qualified to perform the Contract satisfactorily.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer with Section 5: Tender Submission and to any clarifications requested in accordance with ITT Clause 29.
- 39.3 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 Purchaser shall proceed to the next highest ranked Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**40. Tenders
:Purchaser's
Right to
Reject Any
or All
Tenders**

- 40.1 The Purchaser reserves the right to reject any or all Tenders or annul the procurement proceedings, after obtaining approval from Competent Financial Authority within BRAC, without thereby incurring any liability to Tenderers.
- 40.2 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.

G. Contract Award

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41. Award Criteria

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

42. Purchaser's Right to Vary Quantities

42.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 5: Tender Submission, provided this does not exceed fifteen (15) percent of the quantity indicated in the Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

43. Notification of Award

- 43.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, by issuance of a Notification of Award Letter (Form BPD1-20), that its' Tender has been accepted.
- 43.2 Until a formal Contract is prepared and executed, the Notification of Award Letter shall constitute a preliminary step towards concluding contract.
- 43.3 The Notification of Award Letter shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

44. Performance Security

- 44.1 Within seven (7) days of the receipt of Notification of Award Letter from the Purchaser, the successful Tenderer shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form BPD1-21) furnished in Section 9. **Please refer to the TDS.**
- 44.2 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, including any warranty obligations.
- 44.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

45. Contract :Signing

- 45.1 At the same time as the Purchaser issues the Notification of Award, Letter the Purchaser shall send the Contract Agreement (Form BPD1-22) and all documents forming the Contract, to the successful Tenderer.
- 45.2 Within ten (10) days from the date of issuance of the Contract Agreement by the Purchaser and notification to the successful Tenderer, the successful Tenderer shall sign the Contract Agreement with the Purchaser.
- 45.3 Failure of the successful Tenderer to submit the Performance Security pursuant to ITT Clause 44 or sign the Contract pursuant

to ITT Sub-Clause 45.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tenderer at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.

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

46. Advising Unsuccessful Tenderers

46.1 Upon the successful Tenderer furnishing Performance Security pursuant to ITT Clause 44, and signing the Contract pursuant to ITT Sub-Clause 45.2, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.

46.2 The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who, after notification in accordance with ITT Sub-Clause 46.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.

47. Tenderer: Right to Complain

47.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Purchaser beyond the contractual requirement after the signing of the same.

47.2 A complaint will be dealt with as follows:

- (a) The choice of procurement methods for goods and related services and a decision by the Purchaser to reject all tenders shall not be the basis for a complaint/appeal.
- (b) A tenderer/supplier shall submit his/her complaint/appeal for consideration through the three stages in consecutive order, e.g. Director Administration, the Executive Director, and the Ombudsperson of BRAC.
- (c) A tenderer/supplier shall submit its complaint, in writing within ten (10) working days of when he/she became aware of the circumstances giving rise to the complaint. This should be supported by material evidences.
- (d) A tenderer /supplier shall submit his/her complaint in the first instance, to the Director Administration, BRAC; address **as stated in the TDS**. The Director Administration shall consider the complaint and decide whether to reject the complaint or to implement any corrective action. He shall issue a written decision to the tenderer /supplier within 15 working days of receipt of the complaint stating either the reasons for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Director, Procurement, BRAC.
- (e) When a complaint is being considered at any level, the tender examination, evaluation and approval process will continue, but Notification of Award Letter (NOAL) shall not be issued

- until final decision on complaint has been received or the supplier does not pursue the complaint at higher level.
- (f) If the tenderer/supplier is not satisfied with the written decision or fails to receive the written decision from him within the specified time period stated at (d) above and wishes to pursue its complaints, he/she shall within 10 working days after the date of receipt of the written decision, address the same complaint in writing to the Executive Director, BRAC; address **as stated in the TDS**.
- (g) The Executive Director, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint, or implement any corrective action. The complainant will be intimated the decision within 30 working days.
- (h) If the tenderer/supplier is not satisfied with the written decision of the Executive Director, BRAC or fails to receive the written decision from him within the specified time period stated at (g) above and wishes to pursue his/her complaint, he/she shall within 15 working days from the date of receipt of the decision shall address the same complaint in writing to the Ombudsperson, BRAC; address **as stated in the TDS**.
- (i) The Ombudsperson, BRAC shall consider the subject matter of the complaint and decide whether to reject the complaint or to implement any corrective action. Within 15 working days of receipt of the complaint the Ombudsperson shall issue a written decision to the supplier stating either the reason for the rejection of the complaint or advising on the corrective action that has been taken, copying the decision to the Executive Director, BRAC, Director Administration, BRAC, and Director, Procurement, BRAC.
- (j) The decision of the Ombudsperson shall be final and concerned purchaser/ officials shall act upon such decision immediately.

Standard Tender Document Section 2: Tender Data Sheet

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

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ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1.1	<p>The Purchaser is: BRAC Procurement Department Address: BRAC Head Office, BRAC Centre, 75 Mohakhali, Dhaka 1212 Telephone No: Fax No: e-mail address: saidur.rc@brac.net</p> <p><i>[The Purchaser is the unit or subdivision of the Procuring Entity, which will issue the Notification of Award Letter and sign the Contract Agreement with the successful Tenderer].</i></p> <p>The Tender Reference is: BPD/2022/IFT-1440 The Goods and/or Services are: Fire fighting system equipments. This is more fully described in Section 5: Schedule of Goods and Services Required. (Form BPD 1-13)</p> <p>The detailed BoQ format is fully described in excel file named "BoQ Dhanmondi Aarong Fire Protection and Fire Detection" (attached in eTender: Item specification/TOR section)</p>
ITT 2.1	The source of funds: BRAC
ITT 2.3	The name of the Development Partner is: None
ITT 4.1	Tenderers, including their Sub-suppliers, from the following Countries are not eligible: Not Applicable
ITT 4.5	The maximum number of Arbitration awards against the Tenderer shall be one arbitration over the last 5 [five] years: Not Applicable
ITT 5.1	Goods and Related Services from the following countries are not eligible: none
B. Tender Document	
ITT 6.2	The following are authorised agents of the Purchaser for the purpose of providing the Tender Document: none
ITT 7.1	For clarification of Tender purposes only, the Purchaser's address is: Attention: Head of Procurement Address: BRAC, 75, Mohakhali, Dhaka-1212 Facsimile number: Electronic mail address: saidur.rc@brac.net
C. Qualification Criteria	
ITT 10.1(a)	The Tenderer shall have a minimum of minimum of 3 years of experience years of experience in supplying similar goods and/or services to those that are the subject of the Tender.
ITT 10.1(b)	The minimum production capacity or availability of equipment is/are: N/A
ITT 10.3	A Manufacturer's Authorisation letter (Form BPD 1-16) is required only for the following items listed in Section 5: Schedule of Requirements: A manufacturer authorization/dealership/agent letter must be submitted

ITT 11.1	The Tenderer shall have satisfactorily completed at least three (3) contracts of similar size and nature (period of contract execution, contract amount, and types and numbers of goods and/or services delivered) during the last five (5) years.
ITT 11.2	The Tenderer shall have the availability of minimum liquid assets or working capital or credit facilities from a Bank of three times of the quoted value . The liquid asset will be ascertained on the basis of the documents such as Bank Statement/Working capital as per the latest Audit Report/Loan Sanction Letter/ Credit facility substantiated by any scheduled Bank of Bangladesh.
D. Tender Preparation	
ITT 14.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in English language.
ITT 15.1(h)	The Tenderer shall supply the following additional documents: Mentioned below
ITT 16.1	Alternative Tenders shall not be considered.
ITT 17.1	Tenders are being invited for a single LOT.
ITT 20.1	The Tender Validity Period shall be: 120 days from the date of submission.
ITT 21.1	A Tender Security (TS) is required in the amount of BDT 915000 in the form of pay order/Bank Guarantee (unconditional) ” in favor of “BRAC” from any scheduled/ corresponding bank of Bangladesh. Tender security must be submitted with tender documents. After evaluation of the tender, TS will be refunded to the bidder with an application to the Head of Procurement. The Bank Guarantee (unconditional) must be done before submitting the tender. The scan copy of Tender security is to be submitted in the technical offer in eTender. The hardcopy of the Tender Security has to be submitted within 2.30 PM on 31-05-2022, Location: 4th Floor, Gulshan Tower (Opposite to BRAC Center), Mohakhali. Contact person: Rubel Ahmed, Mobile: 01704166293. If the Tender Security is not submitted within the timeline, the tenderer will be declared "Non-responsive"
ITT 22.1	In addition to the original of the Tender, No copies shall be submitted. Tender to be submitted in SINGLE ENVELOP System
E. Tender Submission	
ITT 23.2 (b)	For Tender submission purposes only: The Tender shall be submitted electronically via the BRAC eTender portal (tender.brac.net). The tender document is uploaded to the E-tender (tender.brac.net). Before participating in tendering process you have to register as a vendor in the eTender platform (tender.brac.net). After completing the registration, you have to request approval from the following person Fayrouz Ayub, Cell: 01704166291 or email: fayrouz.ayub@brac.net Each Tender schedule fee (1000 BDT) is to be paid separately through Bkash (send money) including cash-out charge. (Bkash No. 01719262589) , The bidder



	must share the company name in Bkash Reference. The Tender Applying platform will be enabled after uploading the Tender schedule fee-related information. Evaluation will be done on the basis of Lot. The bidder has to apply for all BoQ mentioned items. Bidders who will not apply for all items will be considered non-responsive.
ITT 23.2(c)	For Tender submission purposes only: The name of the Tender is: IFT of Fire detection and protection system for Dhanmondi Aarong commercial building project The Tender Number is: BPD/2022/IFT-1440
ITT 23.2(d)	For Tender submission purposes only: The time and date for Tender opening is 31-05-2022 3:00 PM in local time
ITT 24.1	The date and time by which Tenders must be received by the Purchaser is on 31-05-2022 in local time.
Pre-bid meeting	A pre-bid meeting will be held online: Pre-bid; Fire detection and protection for Dhanmondi Aarong commercial building project; IFT-1440 Wednesday, May 17 · 11:30am – 12:30pm Google Meet joining info Video call link: https://meet.google.com/wej-gwac-ahd Or dial: (US) +1 475-675-3154 PIN: 155 653 609# More phone numbers: https://tel.meet/wej-gwac-ahd?pin=4239637990395
F. Tender Opening and Evaluation	
ITT 27.1	The Tender Opening shall take place on eTender.
ITT 36.3	If the Tender includes more than one lot Tenderers are permitted to quote separate prices for one or more lots and the Purchaser shall be permitted to award contracts including one or multiple lots to one or more than one Tenderer following the methodology specified in Instructions to Tenderers Sub-Clause 36.4.
ITT 36.4	The selection method is: Lowest Cost Compliant (Both Technical and Financial Evaluation)



G. Award of Contract	
ITT 44.1	The amount of Performance Security shall be at least five (5) percent of the Contract Price to be submitted in the form of a pay order/bank draft/ Unconditional bank guarantee.
ITT 47.2 (d)	The name and address of the office where complaints to the Procuring Entity are to be submitted is: The Director Administration BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212
ITT 47.2 (f)	The name and address of the office where complaints to the Procuring Entity are to be submitted is: The Executive Director BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212
ITT 47.2 (h)	The name and address of the office where complaints to the Procuring Entity are to be submitted is: The Ombudsman BRAC Head Office BRAC Centre, 75 Mohakhali Dhaka 1212
-	The final destination of the goods is: R#02, H#23, Dhanmondi R/A, Dhaka-1205. Contact Person : KM Abdullah Al Mamun, Mobile : 01729071004

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Section 4: Special Conditions of Contract (SCC)

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Section 3: General Conditions of Contract (GCC)

- 1. Definitions**
- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) **Contract** means an agreement made between at least two parties with the intention of creating a legal relationship, enforceable by law;
 - (c) **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;
 - (d) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
 - (e) **Contract Price** means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract;
 - (f) **Day** means calendar day;
 - (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) **GCC** mean the General Conditions of Contract;
 - (i) **Goods** means all of the commodities, raw materials, machineries and equipments, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Purchaser under the Contract, **as specified in the Special Conditions of Contract (SCC)**;
 - (j) **Government** means the Government of the People's Republic of Bangladesh;

- (k) **Purchaser** means the entity purchasing the Goods and Related Services, **as specified in the SCC.**
- (l) **Services** means non-consulting services that the Supplier is required to provide to the Purchaser under the Contract, **as specified in the Special Conditions of Contract (SCC)**, or services incidental to the supply of Goods required to be supplied under the Contract, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (m) **Supplier** means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement, and includes the legal successors of the Supplier, **as specified in the SCC;**
- (n) **Writing** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission duly authenticated.
- (o) **SCC** means the Special Conditions of Contract; and
- (p) **Sub-Supplier** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a contract with the Supplier to carry out a part of the supply in the Contract, or a part of the related goods or services of the Contract.

2. Contract Documents

2.1 Subject to the order of precedence set forth in Clause 2 of the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent Collusive, or Coercive Practices

3.1 BRAC requires that Purchasers, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts.

3.2 In pursuance of this requirement, the Purchaser shall:

(a) Exclude the Supplier from participation in the procurement proceedings concerned; and

(b) Declare a Supplier ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings, If it at any time determines that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.

3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind referred to in GCC Sub-Clause 3.4 hereunder come to the knowledge of the Purchaser, it shall, in the first place, allow the Supplier to provide an explanation and shall, take actions as stated in GCC Sub-Clause 3.2 and GCC Sub-Clause 28.1(c) only when a satisfactory explanation is not received. Such exclusion and the reasons thereof shall be recorded in the record of the procurement proceedings and promptly communicated to the Supplier concerned.

Any communications between the Supplier and the Purchaser related to matters of alleged corrupt, fraudulent, collusive or coercive practices shall be in writing.

3.4 The BPD defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "Corrupt practice" means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
- (b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
- (c) "Collusive practice" means a scheme or arrangement among two or more Tenderers with or without the knowledge of the Purchaser (prior to or after Tender submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
- (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings or affect the execution of a contract.

3.5 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records and other documents relating to the submission of the Tender and Contract performance.

4. Interpretation

- 4.1 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.
- 4.2 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.

5. Eligibility

- 5.1 The Supplier and its Sub-Suppliers shall have the nationality of the country or countries specified in the Contract, **as stipulated in SCC**.
- 5.2 All Goods and Related Services supplied under the Contract shall have their origin in the country or countries specified in the Contract.

6 Governing Language

- 6.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written, as far as possible, in English. Supporting documents and printed literature that are part of the Contract may be in another language provided, if felt necessary, they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern. Routine correspondence between the parties may be in Bangla or in English.

7 Governing

- 7.1 The Contract shall be governed by and interpreted in accordance with

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- Law** the laws of the People’s Republic of Bangladesh.
- 8 Gratuities / Agency Fees** 8.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.
- 9 Communications and Notices** 9.1 Communications between both Parties to the Contract (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; **please refer to SCC.**
- 9.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
- 10 Assignment & Sub-Contracting** 10.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser’s prior written consent.
- 10.2 The Supplier shall not sub-contract any part of the Contract, except where the Supplier is acting as an agent of the original manufacturer of the goods or where the Purchaser has agreed to such sub-contracting.
- 11 Supplier’s Responsibilities** 11.1 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.
- 11.2 **Money Laundering, Terrorism and Prohibited Parties**
- (i) The Supplier shall not engage in any dealing with, or otherwise provide, directly or indirectly, funds, economic resources or support to, any person or organisation who is:
- (a) designated on any list of targeted persons issued under economic or financial sanctions administered by an official government or is otherwise associated with terrorism; or
- (b) located within or operating from a Sanctioned Territory as identified by the United Nations Security Council, or the Government of Bangladesh.
- (ii) The Supplier shall provide to BRAC for vetting or screening purposes, the full names and full dates of birth, and any other information requested, of its shareholders, members, directors, trustees (if applicable) and any key staff, and any other person directly or indirectly involved with the Procurement Process, at the request of BRAC. For the avoidance of doubt, this requirement does not extend to beneficiaries.
- (iii) The Supplier shall ensure that none of its funds or resources are transferred to any person or organisation that is located, organised or resident in a Sanctioned Territory as identified by the United Nations Security Council and the Government of Bangladesh, nor directly or indirectly involved in money laundering or terrorism.
- (iv) The Supplier shall notify BRAC immediately if, during the course of its Agreement with BRAC, it becomes aware of any link with

any Prohibited Party or organisation or individual who may be perceived to be linked in any way to money laundering and/or terrorism or who appears on any sanctions list, including but not limited to any detected, suspected or attempted (direct or indirect):
(a) financial transaction or other dealing with a Prohibited Party or a terrorist group; or
(b) diversion of Project assets, funds or resources to a Prohibited Party or a terrorist group.

- (v) The Supplier shall ensure that any person associated, who is performing services or providing goods in connection with an Agreement with BRAC or is otherwise a subcontractor does so only on the basis of a written contract which imposes on and secures from such person Money Laundering, Terrorism and Prohibited Parties terms equivalent to those imposed on the Supplier/Consultant. The Supplier shall be responsible for the observance and performance by such persons of any of these terms, and shall be directly liable to BRAC for any breach by such persons of any of these terms.
- (vi) “Prohibited Party” includes politically exposed persons, persons, organisations and entities listed in resolutions of the United Nations Security Council, designated by the United States Treasury Department’s Office of Foreign Asset Controls (“OFAC”) as specially designated nationals (“SDNs”) and by United States government agencies, with which one may not engage in business transactions because of terrorism risks or legal restrictions imposed on them.

11.3 Safeguarding

The Supplier shall:

- I. Ensure that children and adults at risk are safeguarded from any form of abuse, sexual harassment, intimidation, violence, bullying, humiliation, neglect, exploitation and discrimination, including physical, financial, psychological and sexual abuse, sexual exploitation, neglect, or self-harm or inhuman or degrading treatment howsoever arising (collectively, “Behaviour”), based on the BRAC safeguarding policies from time to time, and take all reasonable steps necessary to eliminate or minimise risk of actual, attempted or threatened Behaviour, and whether or not such conduct would amount to a criminal offence;
- II. Ensure that all allegations, suspicions and incidents of abuse, harm or the risk of harm to children and/or adults or where there is concern about the behaviour of an individual, or about the welfare of a child or adult, and believes they are suffering or likely to suffer abuse, harm or neglect, or otherwise related to safeguarding, are reported immediately to BRAC on a strictly confidential basis; BRAC shall review and, if considered appropriate in its sole discretion, investigate and inquire into any reported allegation, suspicion or incident of Behaviour. Such review, investigation and inquiry will be confidential, independent

of and without prejudice to a report and proceedings under any applicable law.

III. If required by BRAC, ensure that all the its personnel (paid and voluntary) taking part in any aspect related to this Agreement attend safeguarding awareness training provided by BRAC and submit its safeguarding policy and procedures to BRAC for approval; the supplier must incorporate any amendments to its safeguarding policy and procedures required by BRAC from time to time;

12 Purchaser's Responsibilities 12.1 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and 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.

13 Change Orders and Contract Amendments 13.1 The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 9, to make changes provided such changes do not materially affect the scope of supply, within the general scope of the Contract in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) The method of shipment or packing;
- (c) The place of delivery; and
- (d) The Related Services to be provided by the Supplier.

13.2 In the event of changes pursuant to GCC Sub-Clause 13.1, 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. Any claims by the Supplier for adjustment under this Clause must be submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.

13.3 Prices to be charged by the Supplier for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14 Packing, Delivery Acceptance & Documents 14.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract; **please refer to SCC.**

14.2 Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified on Page 2 of the Contract Agreement.

14.3 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.

14.4 The documents to be furnished by the Supplier shall be **specified in SCC**, and shall be received by the Purchaser at least one week before arrival of the Goods and, if not received, the Supplier shall be responsible for consequent expenses.

15 Transportation

15.1 Where the Supplier is required under the Contract to transport the Goods to a specified site within Bangladesh, transportation to such site shall include insurance, other incidental costs, temporary storage, if any, as shall be specified in the Contract, which shall be arranged by the Supplier, and the related costs shall be deemed to be included in the Contract Price.

16 Spare Parts

16.1 As specified in the Contract, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications for the spare parts, if requested.

16.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of spare parts as promptly as possible, but in any case within the time specified in the Contract for placing the order and opening the letter of credit.

17 Contract Price & Terms of Payment

17.1 The Contract Price shall be as specified in the Contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract **as stipulated in SCC**.

17.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 14 and upon fulfilment of any other obligations stipulated in the Contract.

17.3 The Purchaser shall make payments promptly, no later 30 days after submission of the Invoice along with the Inspection Note.

18 Taxes and Duties

18.1 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 or completion of the contracted Services to the Purchaser, **unless stated otherwise in SCC**.

19.1 The Performance Security shall be in the amount **stated in SCC**. The Purchaser may claim against the security if any of the following events

**19
Performance
Security**

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.

19.2 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.

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

19.4 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.

**20
Specifica-tions
and Standards**

20.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.

20.2 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.

**21 Inspections
and Tests**

21.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract.

21.2 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 21.1, provided that the Purchaser bears all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

21.3 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.

21.4 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

21.5 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications

at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 21.3.

21.6 The Supplier agrees that neither the execution of a test and/or inspection of the Goods, Services, or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 21.4, shall release the Supplier from any warranties or other obligations under the Contract.

22 Warranty

22.1 The Supplier warrants that any Goods supplied are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Supplier warrants that all Services provided are of appropriate craftsmanship and quality and any supplied related Consumables/Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

22.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods and Services shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.

22.3 Unless otherwise specified in the Contract, warranty shall remain valid for twelve (12) months after the Goods, Services or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

22.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

22.5 Upon receipt of such notice, the Supplier shall expeditiously repair or replace the defective Goods, or Services, or parts thereof, at no cost to the Purchaser.

22.6 If having been notified, the Supplier fails to remedy the defect within (30) thirty days, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

23 Extensions of Time

23.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods or completion of the Services, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion 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.

23.2 Except in the case of Force Majeure, as provided under GCC Clause

- 27, 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 24, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 23.1.
- 24 Liquidated Damages** 24.1 Except in the case of Force Majeure, as provided under GCC Clause 27, a failure by the Supplier to deliver any or all of the Goods or perform the Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the Contract Price of the delayed Goods and/or Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of (5%) of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 28.
- 25 Limitation of Liability** 25.1 Except in cases of criminal negligence or will full misconduct,
(a) 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
(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement
- 26 Change in Laws and Regulation** 26.1 If after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
- 27 Force Majeure** 27.1 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.
27.2 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.

28 Termination

27.3 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.

28.1 Termination for Default

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

(i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 23; or

If the Supplier fails to perform any other obligation under the

(ii) Contract; or

If the Supplier, in the judgment of the Purchaser has engaged in

(iii) corrupt, fraudulent, collusive or coercive practices, as defined in GCC Sub-Clause 3.4, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 28.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

28.2 Termination for Insolvency.

(a) 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.

28.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

to cancel the remainder and pay to the Supplier an agreed amount
(ii) for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

29 Settlement of Disputes

29.1 Amicable Settlement

(a) The Purchaser and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

29.2 Arbitration

(a) If the Parties are unable to reach a settlement as per GCC Clause 29.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 29.2(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.

Section 4: Special Conditions of Contract (SCC)

GCC Clause	Amendments of, and Supplements to, Clause in the General Conditions of Contract
GCC 1.1 (i)	The nature of the goods/service to be supplied are: IFT of Fire detection and protection system for Dhanmondi Aarong commercial building project
GCC 1.1 (k)	The Purchaser is: Name: BRAC Procurement Department (BPD) Address: BRAC Head Office, 75 Mohakhali, Dhaka 1212 Email: saidur.rc@brac.net Name of authorised representative: Saidur Rahman Head of Procurement, BRAC
GCC 1.1 (m)	The Supplier is: Name: <i>[insert name of supplier]</i> Address: <i>[insert address of supplier]</i> Telephone: <i>[insert]</i> Facsimile: <i>[insert]</i> Electronic mail address: <i>[insert]</i> Name of authorised representative: <i>[insert name and position]</i>
GCC 5.1	Suppliers and Sub-Suppliers from the following countries are not eligible: <i>Not applicable</i> . The nationality(ies) of the Supplier and its sub-suppliers is/are: <i>[insert at the time of contract preparation for the successful tenderer]</i>
GCC 5.2	Goods and Services from the following countries are not eligible: <i>Not applicable</i> The origin of the Goods and Services is <i>[insert at the time of contract preparation for the successful tenderer]</i>
GCC 9.1	For notices (must be in writing), the Purchaser’s contact details shall be: Attention:



	<p>Address: Facsimile number: Electronics mail address:</p> <hr/> <p>For notices (must be in writing), the Supplier's contact details shall be: Attention: Address: Facsimile number: Electronics mail address:</p>
<p>GCC 14.1</p>	<p>A complete packing list indicating the content of each package shall be enclosed in a waterproof envelop and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:</p> <ol style="list-style-type: none"> Contract Number Name and address of Purchaser Country of Origin Gross Weight Net Weight Package number of total number of packages Brief description of the content <p>Upright marking, where appropriate, shall be placed on all four vertical sides of the Package.</p> <p>All materials used for packing shall be environmentally neutral.</p> <p>Additional marking and documentation within and outside the packages shall be: [Note: The above requirements should be reviewed by a Procuring Entity on a case-by-case basis, with amendments being made as necessary.]</p>
<p>GCC 14.4</p>	<p>For Goods, the documents to be provided are as follows:</p> <ol style="list-style-type: none"> Originals and copies of Supplier's invoice showing goods' description, quantity, unit price, total amount; Original and copies of the packing list identifying the contents of each package; Manufacturer's/supplier's warranty certificates (if any); Inspection certificate issued by the nominated inspection agency (or Purchaser) and / or the supplier's factory inspection report (if any); Originals and copies of the insurance certificates covering the delivery of the Goods; Originals and copies of shipping/transportation documents (e.g. bill of lading, airway bill, truck receipt, train receipt, etc.); Certificate of origin; <p>For Services, the documents to be provided are as follows :</p> <ol style="list-style-type: none"> Originals and copies of Supplier's invoice showing services' description, quantity, unit price, total amount; and Supplier's warranty certificates (if any) <p>[Note: The above requirements should be reviewed by a Procuring Entity on a case-by-case basis, with amendments being made as necessary.]</p>
<p>GCC 17.1</p>	<p>The prices charged for the Goods to be delivered and the Services to be performed shall be fixed for the duration of the contract.</p>
<p>GCC 17.3</p>	<p>The method and conditions of payment to be made to the Supplier under this contract shall be as follows:</p>



	<p>N/A</p> <p>Payment shall be made in the currency of the Contract in the following manner:</p> <ul style="list-style-type: none"> • Payment will be transferred to your company bank account directly within 30 days as per below payment terms. The supplier must mention his A/C Name, Account No., Bank Name, Branch Name and e-mail address in the Invoice / Bill through a seal. The supplier must provide Mushok 6.3 along with bill as per govt. rules. • 50% payment will be made in BDT through bank transfer after satisfactory delivery. A notation on the Delivery Challan by the recipient (with name, Designation & date) by authority of BRAC is required for payment that the items have been supplied as per specification. • 40% after installation, testing & commissioning of total project. Work completion certificate from BRAC Fire Safety Department on installation, testing and commissioning is also required for payment. - • 10% payment will be made after 03 months from the date of successful commissioning upon clearance from BRAC Fire Safety. - Quantity of each items may be varied. Bill may be paid as per actual usages certified by the BRAC Fire Safety • Partial Payment against partial delivery is allowed. • There will be no provision regarding advance payment
<p>GCC 18.1</p>	<p>N/A</p>
<p>GCC 19.1</p>	<p>A Performance Security is required: Only successful bidder will have to deposit Performance Security @ Tk 5% of the quoted value in the form of pay order/ Unconditional Bank Guarantee (BG) to BRAC which will be returned against a prayer to “Head of Procurement” after “one year” from the date of successful commissioning but it may be forfeited for failure to deliver the goods/services as per purchase order or as per specification and or in due time.</p>
<p>GCC 21.2</p>	<p>The inspection and tests shall be conducted at: The Purchaser’s right to inspect, test and where appropriate reject the Goods after delivery, shall in no way be limited or waived by the reason of goods having previously been inspected, tested or passed by the Purchaser or its representative prior to Goods shipment. The Purchaser’s, or its designated representative, shall [shall not] attend the tests and/or inspection. N/A</p>
<p>GCC 22.3</p>	<p>The period of validity of the Warranty shall be minimum 12 months from the date of successful commissioning. For purpose of the Warranty, the place of final destination shall be: R#02, H#23, Dhanmondi R/A, Dhaka-1205. Contact Person: KM Abdullah Al Mamun, Mobile : 01729071004</p>
<p>GCC 22.5</p>	<p>The damage shall be one half of one percent (0.5) percent of the Contract Value per week or part thereof. The maximum amount of liquidated damages shall be: Five (5) percent of the Contract Value.</p>

N/A **Section 5: Tender Preparation Forms**

N/A **Section 6: Tender Opening Steps and Forms**

Section 7: Tender Submission Forms

This Section has to be partially completed by the Purchaser prior to the Tender document being issued. The Tenderer will then complete Section 7 and submit it with any other requested documentation to the Purchaser by the Tender Submission Date and time as stipulated in the ITT.

Form	Name/Title
BPD 1-11	Tender Submission Letter, usually furnished on the letter head pad of the tenderers.
BPD 1-12	Price Schedule.
BPD 1-13	Schedule of Goods, Related Services and Spare Parts, to be partially completed by the Purchaser prior to issuing the tender document.
BPD 1-14	Specification of the Goods and/or Services and Compliance, to be partially completed by the purchaser prior to issuing the tender documents.
BPD 1-15	Tenderer Information Sheet.
BPD 1-16	Manufacturers Authorisation Letter, if applicable.
BPD 1-17	Specimen of Bank Guarantee Letter for tender security, if applicable.

Form BPD 1-11
Tender Submission Letter

[Tenderer to use normal Letter Head Pad]

To:

[Contact Person]

[Name of Purchaser]

[Address of Purchaser]

Invitation for Tender No: BPD/2022/IFT-1440

Tender Package No: BPD/2022/IFT-1440

Lot No: [indicate 1-5 Lots]

Date:

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

In accordance with ITT Clause 17, the following prices and discounts apply to our Tender:

The Tender Price is:
(ITT Sub-Clause 18)

[state amount in figures and in words]

The unconditional discount for being awarded more than one lot in this package is:
(ITT Sub-Clause 17.1)

[state amount in figures and in words]

The methodology for application of the discount is:

[state amount in figures and in words]

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

- (a) Our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub-Clause 20.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

BRAC
BRAC CENTRE
75 Mohakhali
Dhaka 1212

T: 880-2-9881265
F: 880-2-8824525
E:procurement@brac.net
W:www.brac.net

Registered in
Bangladesh under
The societies
Registration Act of 1860



- (b) A Tender Security is attached in the form of a [state pay order, bank draft, Unconditional bank guarantee] in the amount stated in the Tender Data Sheet (ITT Sub-Clause 21.1) and valid for a period of 28 days beyond the Tender validity date;
- (c) If our Tender is accepted, we commit to furnishing a Performance Security in the amount stated in the Tender Data Sheet (ITT Sub-Clause 44) in the format shown in Form (BPD1-9) and valid for a period of 28 days beyond the date of completion of our performance obligations;
- (d) We have examined and have no reservations to the Tender Document, issued by you on [insert date]; Including Amendment(s) No(s) [state numbers], issued in accordance with the Instructions to Tenderers (ITT Clause 8). [Insert the number and issuing date of each amendment; or delete this sentence if no Amendments have been issued];
- (e) We are submitting this Tender as a sole Tenderer in accordance with ITT Sub-Clause 4.2];
- (f) We have not been declared ineligible by BRAC on charges of engaging in corrupt, fraudulent, collusive or coercive practices, in accordance with ITT Sub-Clause 4.4;
- (g) Furthermore, we are aware of ITT Clause 3 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- (h) No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown below, will be given in connection with this procurement process or in the contract execution if awarded the contract; the declared fees, gratuities, rebates, gifts, commissions or other payments are (if none, state so): *[Insert amount and beneficiary of fees, gratuities, rebates, gifts, commissions or other payments. or state "none"]*.
- (i) We, confirm that we do not have a record of poor performance, such as abandoning the works, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Sub-Clause 19.2, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information Sheet (Form BPD1-5);
- (j) We are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;
- (K) We comply with all applicable Anti-Terrorism Laws (as hereinafter defined) and do not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. "Anti-Terrorism Laws" shall mean any laws relating to terrorism or money laundering, including: Anti-Terrorism Act 2009 (as may from time to time be amended, renewed, extended, or replaced) and any international conventions related to terrorism and counter-terrorism; and
- (l) 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 40.

Signature: *[insert signature of authorised representative of the Tenderer]*

Name: *[insert full name of signatory]*

In the capacity of: *[insert capacity of signatory]*

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

Attachment 1: Written confirmation authorising the above signatory to commit the Tenderer, in accordance with ITT Sub-Clause 22.2.

Form BPD 1-12
Price Schedule
[To be completed by the Tenderer]

Schedule	Description & Details	Currency and Total Amount
1	Fire fighting system equipments: Fire detection & Protection system for Dhanmondi Aarong Commercial building (Detailed BOQ attached)	
Sub-Total for Goods, Services & Spare Parts Required, excluding VAT/Taxes.		
VAT/Taxes		
Total Amount of Tender, including VAT/Taxes		

Lot No.	Item Name	Specification	UoM	Quantity	Unit Price (Insert Currency)	Total Price (Insert Currency)
					with Vat & Tax	
Lot-1	Fire fighting system equipments	Fire fighting system equipments: Fire detection & Protection system for Dhanmondi Aarong Commercial building (Detailed BOQ attached)	Pcs	1		
Grand Total (up to delivery place)						

Only one organization can participate in the bidding process under same proprietorship or family. If found more than one organization under above condition both the organizations will be termed as non-responsive

Following documents should be attached with the Application:

BRAC
BRAC CENTRE
75 Mohakhali
Dhaka 1212

T: 880-2-9881265
F: 880-2-8824525
E: procurement@brac.net
W: www.brac.net

Registered in
Bangladesh under
The societies
Registration Act of 1860



SL	Particulars	Applicable/Not applicable
1	Manufacturer authorization letter	Applicable
2	TIN Certificate	Applicable
3	Copy of Trade license / Equivalent Document	Applicable
4	BIN Certificate	Applicable
5	At least 3 years relevant experience on similar Field	Applicable
6	Bank Solvency Certificate	Applicable
7	List of client list with address & telephone number (BRAC may verify with clients)	Applicable
8	Product catalog of the quoted model	Applicable

Form BPD 1-13
Schedule of Goods, Services and Spare Parts (N/A)

Schedule 1: GOODS REQUIRED					
Item No	Description (to be provided by the Purchaser)	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
Sub-Total for Supply of Goods					
Additional Costs for delivery to Purchaser					
Total amount for supply of Goods, excluding VAT/Taxes					

The above-mentioned Goods are required to be delivered to the Purchaser's premises by:
Delivery Due Date: _____

Schedule 2: SERVICES REQUIRED					
Item No	Description (to be provided by the Purchaser)	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
Sub-Total for the Provision of Services					
Total amount for Services, excluding VAT/Taxes					



The above-mentioned Services are required to be completed by:

Completion Due Date: _____

Schedule 3: SPARE PARTS REQUIRED					
Item No	Description (to be provided by the Purchaser)	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
Sub-Total for Supply of Spare Parts					
Additional Costs for delivery to Purchaser					
Total amount of supply of Spare Parts, excluding VAT/Taxes					

Form BPD 1-14

Specification of the Goods and/or Services & Compliance

(Note: If the Tenderer does not comply with the Requirements listed in the following three tables then the response should be “No” and the Tenderer should give clear descriptions, with supporting brochures, of exactly what it proposes to supply, if its Tender is accepted).

Minimum Technical Specification / Requirements			
Item No	Description (From BPD1-13)	Specification / Requirement (to be provided by the Purchaser)	Tenderer Complies (Yes/No)
1			

Lot No.	Item Name	Specification	UoM	Quantity
Lot-1	Fire fighting system equipments	Fire fighting system equipments: Fire detection & Protection system for Dhanmondi Aarong Commercial building (Detailed BOQ attached)	Pcs	1

Short Description of Items	Tenderer Complies (Yes/No)	Remarks

1 Delivery/Completion Schedule Required:

Lot No.	Item Name	Quantity	Date	Location
Lot-1	Fire fighting system equipments	1	01-08-2022	Plot #23, R# 02, Dhanmondi R/A , Dhaka Contact person. Abdullah Al Mamun 01729071004

2 Availability of Spares after delivery of the goods

Minimum period is (2) two



<p>3 Projected Operating Costs (if applicable) The Tenderer should also provide a separate priced schedule of consumables that are expected to be required on the basis of a normal utilisation of the equipment. This priced schedule will not be taken into account in the Tender evaluation, but will be used to determine anticipated operational costs of the equipment.</p>	<p>years Minimum period is (2) two years</p>
<p>4 Inspections and Tests: Inspection will be done by programme personnel while receiving the goods. <i>[the Purchaser should list here any inspections and tests that may be required to be performed on the goods before their delivery. The Purchaser should specify the nature of the tests, any relevant standard of test specifications, the location where the tests are to be carried out, if any third party testing authority is to be nominated, and if tests are to be carried out after delivery of the goods to the Purchaser].</i></p>	

The Tenderer is required to mention make / model (as applicable) of the goods to be supplied and must attach the appropriate original printed literature / brochures for the various items listed.

Signature of Tenderer	Tenderer's Stamp
Name of Tenderer	
Date	

Note: In submitting the Tenders the following label must be attached to the envelope:

<p style="text-align: center;">DO NOT OPEN BEFORE [31-05-2022 3:00 PM] AND ONLY TO BE OPENED AT THE FOLLOWING ADDRESS</p> <p>BRAC Centre 75 Mohakhali Dhaka</p> <p>IFT of Fire detection and protection system for Dhanmondi Aarong commercial building project</p> <p>Invitation for Tender No: BPD/2022/IFT-1440</p> <p>Tender Package No: BPD/2022/IFT-1440</p> <p>Add the name and address of the Tenderer</p>



Form BPD 1-15

Tenderer Information Sheet

[The tenderer will complete this Form, preferably on its Letter-Head Pad].

Invitation for Tender No: BPD/2022/IFT-1440
 Tender Package No: BPD/2022/IFT-1440
 This Package is divided into the following *[indicate 1-5 Lots]*
 Number of Lots:

1. Eligibility Information of the Tenderer <i>[ITT –Clauses 4]</i>			
1.1	Nationality of Individual or country of Registration (ITT Sub-Clause 4.1)		
1.2	Tenderer’s legal title (ITT Sub-Clause 4.2)		
1.3	Tenderer’s registered address		
1.4	Tenderer’s legal status <i>[complete the relevant box]</i>		
	Proprietorship		
	Partnership		
	Limited Liability Concern		
	Other (please describe)		
1.5	Tenderer’s year of registration		
1.6	Tenderer’s authorised representative details		
	Name		
	Address		
	Telephone / Fax numbers		
	e-mail address		
1.7	Litigation (ITT Sub-Cause 4.5)		
	If there is no history of litigation or no pending litigation then state opposite "None". If there is a history of litigation, or a number of awards, against the Tenderer provide details below.		
	A. – History of Litigation during the last 5 years		
	Year	Matter in dispute	Value of Award As % of net worth



B. – Pending Litigation			
Matter in dispute	Value of Claim	As % of net worth	
1.8	Tenderer to attach photocopies of the following original documents	Articles of Incorporation or Registration of the legal entity named above; Trade License Latest Income Tax Clearance Certificate Latest VAT Clearance Certificate Others (<i>to be completed by the Purchaser if required</i>).	
1.9	Tenderer’s Value Added Tax Registration (VAT) Number		
1.10	Tenderer’s Income Tax Identification (TIN) Number		
2. Qualification Information of the Tenderer [ITT Clauses 10]			
2.1	Numbers of years of experience of the Tenderer in the supply of similar goods and relates services (ITT 10.1(a)).		
2.2	Minimum level of production capacity or availability of equipment (ITT 10.1(b))		
3. Financial information of Tenderer [ITT Clause 11]			
3.1	The Tenderer shall have satisfactorily completed at least three (3) contracts of similar size and nature (period of contract execution, contract amount, and types and numbers of items of items delivered) during the last three (3) years (ITT 11.1)		
3.2	Financial reports or balance sheets or profit and loss statements or auditor’s reports or bank references with documents or a combination of these demonstrating availability of liquid assets (ITT 11.2). List below and attach copies.		
3.3	Name, address, contact details of Banks that may provide references if contacted by the Purchaser		

**Form BPD1-16****Manufacturer's Authorisation Letter**

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

Invitation for Tender No: BPD/2022/IFT-1440

Date:

Tender Package No: BPD/2022/IFT-1440

To:

Name and address of Purchaser]

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

Do hereby:

1. Authorise *[name of Tenderer]* to submit a Tender in response to the Invitation for Tenders indicated above, the purpose of which is to provide the following Goods, *[description of goods]*, manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and,
2. Extend our full guarantee and warranty in accordance with GCC Clause 22, with respect to the Goods offered in the Tender.

Signed

In the capacity of:

Duly authorised to sign the authorisation for and on behalf of

[Name of manufacturer]

Date:

Form BPD 1-17**Bank Guarantee for Tender Security**

[This is the format for the Tender Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Sub-Clause 21.2(a)(ii); a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh]

Invitation for Tender No: BPD/2022/IFT-1440

Date:

Tender Package No: BPD/2022/IFT-1440

To:

[Name and address of Purchaser]

TENDER GUARANTEE No:

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

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

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

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of arithmetical errors in accordance with the Instructions to Tenderers of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form,

This guarantee will expire:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight days after the expiration of the Tenderer's Tender validity period, being [date of expiration].

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

Signature

Signature

Section 8: Tender Evaluation

N/A

Section 9: Contract Agreement Forms

This Section has to be completed by the Purchaser following the approval of the evaluation recommendation and prior to the Notification of Award Letter being issued. The selected Tenderer will then furnish a Performance Security and sign the Contract Agreement, both within the due period as specified in ITT Clauses 44 and 45. The Section comprises the following Forms :

Form	Description
BPD 1-20	Notification of Award Letter
BPD 1-21	Bank Guarantee for Performance Security
BPD 1-22	Form of Contract Agreement
BPD 1-23	Schedule of Requirements
BPD 1-24	Technical Specifications
BPD 1-25	Bank Guarantee for Advance Payment

Form BPD 1-20

BRAC
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75 Mohakhali
Dhaka 1212

T: 880-2-9881265
F: 880-2-8824525
E:procurement@brac.net
W:www.brac.net

Registered in
Bangladesh under
The societies
Registration Act of 1860

**BRAC Procurement Department
BRAC Centre
75, Mohakhali, Dhaka 1212**

Notification of Award Letter

[On Purchaser's normal letter- head pad]

Reference No.

Date:

To

This is to notify you that BRAC Management has been pleased to accept your Tender dated [insert date] for the supply of goods and related services for [name of project/contract] for the Contract Price of Currency [amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenderers. You are requested to proceed with furnishing a Performance Security (PS) amounting -----(Currency-----) in the form of pay order/bank draft/Unconditional bank guarantee within seven (7) days, in accordance with ITT Clause 44 failing which your tender security will be confiscated. The PS must be valid until a date 28 days after the date of completion of the supplier's performance obligations under the contract, including any warranty obligations.

We attach the draft Contract Agreement and Contract Documents for your early information. Upon receipt of the PS you will be notified the date of signing of the contract or issuance of the purchase order. You will have to sign the contractual agreement [in the case of some LTM's: replace 'contractual agreement' with 'purchase order'] within 10 days of such notification by whatever means in accordance with ITT clause 45. Upon receipt of the signed Contract Agreement and Performance Security and an application from you, your tender security will be returned.

Signed

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

Date

BPD1-21

Bank Guarantee for Performance Security

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 44; a foreign bank may provide a bank guarantee through its corresponding bank in Bangladesh]



Reference No:
T o
[Name and address of Purchaser]

Date:

PERFORMANCE GUARANTEE NO.:

We have been informed that [name of supplier] (hereinafter called "the Supplier") has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called "the Contract"), to supply [description of goods and related services] under the Contract. Furthermore, we understand that the Contract must be supported by a performance guarantee.

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

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

Signature

Signature

Form BPD 1-22
Contract Agreement Form

[The Purchaser should use normal Letter Headed format or may use a Tk 300 non-judicial stamp or as appropriate]

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Contract No: F r o m : <i>[Name and address of Purchaser]</i>	Contract Date: <i>[Contact Person Telephone Number Fax Number e-mail address]</i>
---	---

T o : <i>[name and address of the Supplier]</i>	<i>[Contact Person Telephone Number Fax Number e-mail address Supplier reference]</i>
---	---

THIS AGREEMENT made the *[date]* 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 *[Currency]* *[Contract Price in figures and in words]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The documents forming the Contract shall be interpreted in the following order of
p r e c e d e n c e :

- a. the signed Form of Contract Agreement;
- b. the completed Price Schedules;
- c. the Special Conditions of Contract (SCC);
- d. the General Conditions of Contract GCC);
- e. the Schedule of Requirements;
- f. the Technical Specification;
- g. the Drawings; and
- h. Any other document listed in the SCC as forming part of the Contract,

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3. The Purchaser has accepted your Tender dated [insert date] for the supply of Goods and/or Related Services (and spare parts, if required) as listed in the schedule of Requirements and requests that you provide the goods, related services (and spare parts, if required) within the delivery dates stated below in the quantities and units and on the Terms and Conditions as stipulated below.

4. Delivery Date: [to be mentioned]
5. Delivery Terms for Goods: [details to be mentioned]
6. Delivery Location for Goods: [details to be mentioned]
7. Date of Completion of Related Services: [to be mentioned]
8. Total Contract Value: [to be mentioned]
9. Payment Terms: [to be mentioned]
10. **Schedule 1: Goods Requirement:**

Item No	Description	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
Sub-Total for Supply of Goods					
Additional Costs for delivery to Purchaser					
Total amount for supply of Goods, excluding VAT/Taxes					

11. **Schedule 2: Services Requirement:**

Item No	Description	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					
Sub-Total for the Provision of Services					
Total amount for Services, excluding VAT/Taxes					

12. **Schedule 3: Spare Parts Requirement:**

Item No	Description	Unit	Qty	Unit price	Total Price
1					
2					
3					
4					
5					



Sub-Total for Supply of Spare Parts	
Additional Costs for delivery to Purchaser	
Total amount of supply of Spare Parts, excluding VAT/Taxes	

13. In consideration of the payment 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.

14. 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 written above.

Duly Authorised representative for the purchase or 1st party Duly Authorised representative for the Tenderer or 2nd party

Signature
Print name:
Designation:
Date:

Signature
Print name:
Designation:
Date:

Witness		Witness	
1.		1.	
2.		2.	

Form BPD 1-23

Schedule of Requirements

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Invitation for Tender: BPD/2022/IFT-1440

Date:

Tender Package No: BPD/2022/IFT-1440

A. List of goods and delivery schedule

When completing the Form 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 Required	Location for Delivery	Delivery Time
1	2	3	4	5	6
Lot No 1: [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 2: [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 3: [enter description]					
	[add as many rows and details as there are individual items in the Lot]				
Lot No 4: [enter description]					
	[add as many rows and details as there are individual items in the Lot]				

Note 1 : The Purchaser must specify the option from which the delivery required will start:

- (a) from date of notification of contract award, or
- (b) from date of contract signature, or
- (c) from date of opening of letter of credit; or
- (d) from date of confirmation of letter of credit

B. List of Related Services and Completion Schedule

When completing the Tenderer shall quote prices and contract delivery dates for each item against each lot.

Item No	Description of Services	Unit Of Supply	Quantity Required	Location for Service Provision	Delivery Time
1	2	3	4	5	6
Lot No 1: [enter description]					

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	<i>[add as many rows and details as there are individual items in the Lot]</i>			
Lot No 2: [enter description]				
	<i>[add as many rows and details as there are individual items in the Lot]</i>			
Lot No 3: [enter description]				
	<i>[add as many rows and details as there are individual items in the Lot]</i>			
Lot No 4: [enter description]				
	<i>[add as many rows and details as there are individual items in the Lot]</i>			

Note 1 : The Purchaser must specify the option from which the delivery required will start:

- (a) from date of notification of contract award, or
- (b) from date of contract signature, or
- (c) from date of opening of letter of credit; or
- (d) from date of confirmation of letter of credit

Form BPD 1-24 Technical Specifications

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

Item No	Name of Item or Service	Technical Specification / Description and Standards
1	2	3
Lot No 1: [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	<i>[The Purchaser must explain in clear terms the exact Technical Specification and any relevant National or International Standards, which have to be followed for the manufacture and supply of the goods or services.]</i>
Lot No 2: [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	
Lot No 3: [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	



	<i>in the Lot]</i>	
Lot No 4: [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	

**Form BPD 1-25
Bank Guarantee for Advance Payment**

[this is the format for the Advance Payment Security to be issued by a scheduled bank of Bangladesh; a foreign bank may provide a Unconditional bank guarantee through its corresponding bank in Bangladesh]

Contract No: _____ Date: _____
 T o _____
 [Name and address of Purchaser]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that [name of Supplier] (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No [reference number of Contract] dated [date of Contract] (hereinafter called “the Contract) to supply of [description of Goods and/or Services] under the contract.

Furthermore, we understand that, according to your Special Conditions of Contract Sub-Clause 17.3 that Advance Payment(s) on Contracts must be supported by a Unconditional bank guarantee.

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

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Purchaser



and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

Signature

Signature

Terms & Conditions:

Quotations to be submitted on the date: 31-05-2022 & Time: 02:30 PM via eTender portal (tender.brac.net)

iii) BDT. 1000.0 amount should be given as Tender Document Fee

b) Delivery date and location:

Lot No.	Item Name	Quantity	Date	Location
Lot-1	Fire fighting system equipments	1	01-08-2022	Plot #23, R# 02, Dhanmondi R/A , Dhaka Contact person. Abdullah Al Mamun 01729071004

c) Warranty:

Lot No.	Item Name	Warranty (In Month)	Warranty Remarks
Lot-1	Fire fighting system equipments	12.0	1 year after project handover

d)

I n s p e c t i o n :

Inspection will be carried out by concerned technical person before receiving the goods which will be ensured by the respective program of BRAC (If required).

e) Sample:

N/A

f) Offer Validity 120 days from the date of submission

g) Evaluation will be done on the basis of individual Lot. The bidder has to apply for all BoQ mentioned items, if not then the bidder will be declared "Non-responsive"

h) Payment: Payment will be transferred to your company bank account directly within 30 days as per below payment terms. The supplier must mention his A/C Name, Account No., Bank Name, Branch Name and e-mail address in the Invoice / Bill through a seal. The supplier must provide Mushok 6.3 along with bill as per govt. rules. - 50% of the total PO amount payment will be made in BDT through bank transfer after satisfactory delivery. A notation on the Delivery Challan by the recipient (with name, Designation & date) by authority of BRAC is required for payment that the items have been supplied as per specification. -40% after installation, testing & commissioning of total project. Work completion certificate from BRAC Fire Safety Department on installation, testing and commissioning is also required for payment.



-10% payment will be made after 03 months from the date of successful commissioning upon clearance from BRAC Fire Safety. - Quantity of each items may be varied. Bill may be paid as per actual usages certified by the BRAC Safety team.

i) Partial Payment against partial delivery is allowed upon programme clearance

j) Alternative Offer: Alternative offer will not be accepted

Other Terms & Conditions:

a. The liquidated damage should be 0.5% per week or part thereof delay until actual delivery, up to a maximum deduction of 5% the contract price.

b. Income Tax & Vat will be deducted at source as per Govt. rules, if applicable.

c. Following documents are to be submitted for non enlisted bidders...

SL	Particulars	Applicable/Not applicable
1	Manufacturer authorization letter	Applicable
2	TIN Certificate	Applicable
3	Copy of Trade license / Equivalent Document	Applicable
4	BIN Certificate	Applicable
5	At least 3 years relevant experience on similar Field	Applicable
6	Bank Solvency Certificate	Applicable
7	List of client list with address & telephone number (BRAC may verify with clients)	Applicable
8	Product catalog of the quoted model	Applicable

d) BRAC reserves the right to accept or reject any or all quotations/tenders without assigning any reason whatsoever.

e) For any tender related further clarification any bidder may contact Fayrouz Ayub Tel: 02222281265-72 Extension No- 3035, Mobile: 01704166291, email: fayrouz.ayub@brac.net
For technical clarification, the bidder may contact K.M. Abdullah Al Mamun, Senior Executive Engineer, Construction Department, Tel: +88-02-222281265, ext 3178, M: + 8 8 0 1 7 2 9 0 7 1 0 0 4

Required services during warranty period:

- In case of any problem, supplier must attend it within 4 hours during working days, 8 hours during off days after reporting.
- Any problem regarding connection, software, hardware or equipment, supplier must solve the problem effectively through reinstallation or replacement of the products.
- Supplier must perform quarterly inspection of the system such as assessment of performance of the control panel, smoke and heat detectors, pull stations etc. and submit the report.
- System Operational and Technical Training to be provided to develop the BRAC team.

Safety Clauses during installation:

- The full installation process must be done under high standard of supervision. Responsible engineer must be present during day to day work and must be updated the brac team regarding the progression of the project weekly.

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- Supplier must submit the names and contact numbers of the team members with BRAC concerned programme who will work during the installation. Team members should not be changed during installation of the system.
- Before commencing the job team must attend the safety training and must maintain the safety rules during installation.
- All employees must be in uniform during their job.
- All related personal protective equipments (PPEs) such as helmet, hand gloves, safety goggles, mask, safety shoe and safety harness must be arranged by supplier and the use of the PPEs must be ensured by the supervisor of the supplier.
- Work should be done by consulting with project site management. A detailed workplan must be submitted before starting the job. Also everyday after completion of job a short plan should be in place and consult with site management.
- Area must keep clear after completing daily works.
- Back up control panel to be provided for keeping the new system operational during system installation.
- All cabling, joints and finishing must be in high quality. No sub standard/ cut short work will be acceptable. Discussion must in case of any doubt.
- Supplier must avoid the unnecessary joints during cabling. Joints should be done through high quality connectors.
- All hand tools such as ladder, drill machine and others must be standard in quality.
- Serial no. should be placed on all detectors and pull stations.
- All electrical connections must be taken in presence of brac electricians and industrial plug socket, joint less cable, standard extension boards must be used during day to day activities. Using any sub standard electrical appliances or connections is strictly prohibited. Proper personal protective equipments for welding, cutting, grinding, carrying heavy pipes and civil works must be used. Discussion must in case of any doubt.
- Contractor must be cordoned the welding/cutting/ grinding area with fire proof blanket and full fire fighting facility such as fire extinguisher, fire blanket etc. must be available in the workplace.
- The workplace must be kept neat & clean after completing day to day activities.

Award Notification:

Only the successful bidder/bidders will be notified. A copy of the tender award notice will be published at BRAC Procurement web portal (procurement.brac.net) for information of all bidders.

Thanking You
For BRAC



Saidur Rahman
Head of Procurement

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