



#### বাংলাদেশ স্যাটেলাইট কোম্পানি লিমিটেড (রাষ্ট্রীয় মালিকানাধীন একটি প্রতিষ্ঠান) ১১৬ কাজী নজরুল ইসলাম অ্যাভিনিউ, ঢাকা- ১২০৫ www.bscl.gov.bd



নং- ১৪.৩৯.০০০০.০১২.০৭.০০৩.২২-৪৪৩

তারিখ: ০৬/০৮/২০২৩ খ্রিঃ

### কোটেশন বিজ্ঞপ্তি

বাংলাদেশ স্যাটেলাইট কোম্পানি লিমিটেড (বিএসসিএল) এর জন্য জরুরী ভিত্তিতে 'Data Connectivity from BSCL Ground Station to Several Location' শীর্ষক ক্রয় RFQ পদ্ধতিতে ক্রয়ের নিমিত্ত প্রকৃত সরবরাহকারী/ব্যবসায় প্রতিষ্ঠানের নিকট হতে (কোটেশন প্রদানের অনুরোধ জ্ঞাপন) Request for Quotation (RFQ) পদ্ধতিতে নিম্নোক্ত পণ্য সরবরাহের জন্য দরপত্র আহ্বান করা যাচ্ছেঃ

ক্রঃ নংঃ	মালামালের বিবরণ	পরিমাণ
51	'Data Connectivity from BSCL Ground Station to Several Location'	বিবরণ অনুযায়ী

#### কোটেশন শর্তাবলীঃ

05	মন্ত্রণালয়/বিভাগ	:	ডাক ও টেলিযোগাযোগ বিভাগ
০২	প্রকিউরিং এনটিটি	:	চেয়ারম্যান ও প্রধান নির্বাহী কর্মকর্তা, বাংলাদেশ স্যাটেলাইট কোম্পানি লিমিটেড (বিএসসিএল)
00	দরপত্র আহবানের সূত্র ও তারিখ	:	নং- ১৪.৩৯.০০০০.০১২.০৭.০০৩.২২-৪৪০ ; তারিখ: ০৩/০৮/২০২৩ খ্রিঃ
08	প্রকিউরমেন্ট পদ্ধতি	1:	Request For Quotation (RFQ)
00	বাজেট এবং অর্থায়নের উৎস	:	২০২৩-২০২৪ অর্থ বছরের বাজেট
06	কোটেশন প্রকাশের তারিখ	:	০৭.০৮.২০২৩ খ্রিঃ
9	কোটেশন বিতরনের শেষ তারিখ ও সময়	:	১৩.০৮.২০২৩ খ্রিঃ, বেলা ০৪:০০ টায়
оъ	কোটেশন দাখিলের তারিখ ও সময়	:	১৪.০৮.২০২৩ খ্রিঃ, বেলা ১২:০০ টায়
60	কোটেশন খোলার তারিখ ও সময়	:	১৪.০৮.২০২৩ খ্রিঃ, বেলা ১২:১৫ টায়
50	কোটেশন দলিল সরবরাহের অফিস	:	চেয়ারম্যান ও প্রধান নির্বাহী কর্মকর্তা, বাংলাদেশ স্যাটেলাইট কোম্পানি লিমিটেড (বিএসসিএল),
	ও কোটেশন গ্রহণকারীর অফিস		সেল রোজ-এন-ডেল, ১১৬ কাজী নজরুল ইসলাম এ্যাভিনিউ ঢাকা-১০০০, বাংলাদেশ।
22	কোটেশন দাতার যোগ্যতা	:	পাবলিক প্রকিউরমেন্ট বিধিমালা ২০০৮ এবং সংশ্লিষ্ট কাজের জন্য প্রণীত কোটেশন দলিলের
			শর্তানুযায়ী।
25	কোটেশন আহ্বানকারীর নাম, পদ্বী	:	চেয়ারম্যান ও প্রধান নির্বাহী কর্মকর্তা, বাংলাদেশ স্যাটেলাইট কোম্পানি লিমিটেড (বিএসসিএল),
	ও ঠিকানা		সেল রোজ-এন-ডেল, ১১৬ কাজী নজরুল ইসলাম এ্যাভিনিউ ঢাকা-১০০০, বাংলাদেশ।
১৩	কোটেশন শর্তাবলী	:	ক) পাবলিক প্রকিউরমেন্ট এ্যাক্ট ২০০৬ ও বিধিমালা ২০০৮ এর শর্তাবলী ছাড়াও সিডিউলে বর্ণিত
			এবং বিসিএসসিএল কর্তৃক নির্ধারিত ও যে কোন সময় আরোপিত শর্তাবলী মানতে বাধ্য থাকবে।
			খ) পাবলিক প্রকিউরমেন্ট বিধিমালা ২০০৮ এর ৭০(২) অনুযায়ী বৈধ ট্রেড লাইসেন্স, আয়কর
			সনাক্তকরণ নম্বর (TIN), ভ্যাট নিবন্ধন নম্বর সংক্রান্ত দালিলিক প্রমাণাদি এবং আর্থিক স্বচ্ছলতার
			সমর্থনে ব্যাংকের সনদপত্র দাখিল করিতে হইবে।
			গ) কোটেশন সংক্রান্ত যাবতীয় তথ্যাবলী নিমুস্বাক্ষরকারীর অফিসে অফিস চলাকালীন সময়ে জানা
			यात्व।
			ঘ) কর্তৃপক্ষ কোন কারণ প্রদর্শন ব্যতীত দাখিলকৃত যে কোন / সকল কোটেশন গ্রহণ বা বাতিল করার
			ক্ষমতা সংরক্ষন করেন।
			ঙ) দাবীকৃত বিল হতে সরকারী নিয়মানুসারে আয়কর ও ভ্যাট ( প্রযোজ্য ক্ষেত্রে) কর্তন করা হবে।
			চ) দাখিলকৃত দর বাজার দরের সাথে সামঞ্জস্যপূর্ণ না হলে কোটেশন বাতিল করা হবে।
			ছ) সফল দরদাতাকে কাজ সম্পন্ন করার পর নিয়মনুযায়ী কাজের গ্যারান্টি/ওয়ারেন্টি প্রদান করতে
			र्(व)

(ড. শাহ্জাহান সাহমুদ) চেয়ারম্যান ও প্রধান নির্বাহী কর্মকর্তা, বিএসসিএল

ফোন : ৪১০৩০০৯১-৯৩

অনুলিপি সদয় অবগতি/অবিগতি ও প্রয়োজনীয় ব্যবস্থা গ্রহণের জন্য প্রেরণ করা হলঃ ০১। নোটিশ বোর্ড, বিএসসিএল। ০২। ওয়েবসাইট (www.bscl.gov.bd)।



## **Bangladesh Satellite Company Limited (BSCL)**

**Request for Quotation Document (National)** 

For

'Data Connectivity from BSCL Ground Station to Several Location'

Invitation Ref No.-14.39.0000.012.07.003.22-440; Dated: - 03 August, 2023

Bangladesh Satellite Company Limited (BSCL) SEL Rose-N-Dale (Level 7 & 8) 116 Kazi Nazrul Islam Avenue, Dhaka

PG1 (SRFQ)

Bangladesh Satellite Company Limited (BSCL)

#### Guidance Notes on the use of The Request for Quotation Document

- These guidance notes have been prepared by the CPTU to assist a Procuring Entity in the 1. preparation of Quotation document, using the Standard Request for Quotation, SRFQ, for the procurement of low value simple, off-the-self, low value Goods and related services. All concerned are advised to refer to the Public Procurement Rules, 2008 issued to supplement the Public Procurement Act, 2006; available on CPTU's website: http://www.cptu.gov.bd/. Guidance notes are provided for both the Procuring Entity and the Quotationer.
- 2. The procurement under Request for Quotation Method (RFQM) shall follow the provisions pursuant to Rules 69 to 73 of the Public Procurement Rules, 2008 in accordance with Section 32 of the Public Procurement Act, 2006. SRFQ is based upon best national practices that have been adapted to suit the particular needs of procurement.
- The use of SRFQ (PG1) applies when a Procuring Entity intends to select a Quotationer (a 3. Supplier) for the Procurement of Goods and related services under RFQ Method (RFQM) pursuant to Rule 69(3) of the Public Procurement Rules, 2008.
- 4. Pursuant to Rule 71(1) and Rule 71(2) of the Public Procurement Rules, 2008, RFQ shall be invited through letter, Fax and e-mail. RFQ shall not be required to be advertised in the daily newspapers but for the minimum circulation the Procuring Entity shall publish that advertisement in its website (if any), including posting in the Notice Board and, shall send with request for publication to the administrative wing of some other Procuring Entities nearby.
- 5. Pursuant to Rule 71(3) of the Public Procurement Rules, 2008, RFQ Document shall be issued or made available to potential Quotationers 'free-of-cost'.
- 6. The time-limit for Request for Quotation shall in no case exceed ten (10) days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.
- 7. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required pursuant to Rule 70(6) of the Public Procurement Rules, 2008.
- Submission, Opening and Evaluation of the Quotations shall respectively be dealt with pursuant 8. to Rule 72(1), Rule 72(2) and Rule 73(1) of the Public Procurement Rules, 2008 as specified in RFQ.
- The criteria for evaluation, pursuant to Rule 70(4) of the Public Procurement Rules, 2008, shall 9. be pre-disclosed.
- 10. Pursuant to Rule 69(5) of the Public Procurement Rules, 2008 the Quotation for standard off-theshelf low value readily available Goods and related services shall usually be on 'Unit-Rate' basis.
- 11. The specifications of Goods and related services shall be framed pursuant to Rule 29 of the Public Procurement Rules, 2008.
- 12. Splitting the object of Procurement is not permissible pursuant to Rule 69(4) (ka) of the Public Procurement Rules, 2008.
- 13. The Procuring Entity shall issue the Purchase Order, pursuant to Rule 73(5) of the Public Procurement Rules, 2008, to the successful Quotationer following recommendations of the Evaluation Committee and approval thereupon of the Approving Authority.
- 14. The Warranty Period shall usually remain between 3 and 6 months; where applicable.
- 15. The Procuring Entity shall further be required to maintain the record of procurement proceedings pursuant to Rule 43 of the Public Procurement Rules, 2008.



#### Bangladesh Satellite Company Limited 116 Kazi Nazrul Islam Avenue Level-7 & 8 Dhaka-1000 REQUEST FOR QUOTATION

for

#### 'Data Connectivity from BSCL Ground Station to Several Location'

RFQ No:14.39.0000.012.07.003.22-440

To [insert name and address of the Quotationers]

- The Bangladesh Satellite Company Limited (BSCL) has been allocated public funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
- Detailed Specifications and, Design & Drawings for the intended Goods and related services shall be available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
- 3. Quotation shall be prepared and submitted using the 'Quotation Document'.
- 4. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in **Para 6** below.
- No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and delivery of the Goods (if awarded) respectively.
- 6. Quotation in a sealed envelope or by fax or through electronic mail shall be submitted to the office of the undersigned on or before AS per IFT. The envelope containing the Quotation must be clearly marked "Quotation for 'Data Connectivity from BSCL Ground Station to Several Location' and DO NOT OPEN before AS per IFT. Quotations received later than the time specified herein shall not be accepted.
- 7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as stated in **Para 6** above and, all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
- 8. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.
- 9. All Quotations must be valid for a period of at least 30 Days from the closing date of the Quotation.
- 10. No public opening of Quotations received by the closing date shall be held.
- 11. Quotationer's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.
- 12. Rates shall be quoted and, subsequent payments under this Contract shall be made in Taka currency. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.
- 13. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid **Trade License**, **Tax Identification Number (TIN), VAT Registration Number** and **Financial Solvency Certificate** from any scheduled Bank; without which the Quotation may be considered non-responsive.

CPTUI-PG1 (SRFQ) 3

Date: 03/08/2023

- 14. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.
- 15. In case of anomalies between unit rates or prices and the total amount quoted, the unit rates or prices shall prevail. In case of discrepancy between words and figures the former will govern. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
- 16. The supply of Goods and related services shall be completed within 10 days from the date of issuing the Purchase Order.
- 17. The Purchase Order that constitutes the Contract binding upon the Supplier and the Procuring Entity shall be issued within 7 days of receipt of approval from the Approving Authority.
- 18. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

Signature of the official inviting Quotation

Name: Dr. Shahjahan Mahmood Designation: Chairman and CEO

Date: 03 August, 2023

Address: 116 Kazi Nazrul Islam Avenue, Dhaka-1000

Phone No: 02-41030091-92

#### Distribution:

- 1. Notice Board.
- 2. Website (www.bcscl.com.bd)



#### **Quotation Submission Letter**

[Use Letter-head Pad]

RFQ No:14.39.0000.012.07.003.22-440

Date:03/08/2023

To:

Chairman and CEO Bangladesh Satellite Company Limited (BSCL) Sel Rose-N-Dale. 116 Kazi Nazrul Islam Avenue

I/We, the undersigned, offer to supply in conformity with the Terms and Conditions for delivery of the Goods and related services named 'Data Connectivity from BSCL Ground Station to Several Location'

The total Price of my/our Quotation is BDT [insert amount both in figure and words]

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of Para 21(b) of the Terms and Conditions and pledge not to indulge in such practices in competing for or completion of delivery of Goods.

I/We am/are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that the Purchase Order issued by you shall constitute the Contract and will be binding upon me/us.

I/We have examined and have no reservations to the RFQ Document issued by you on [insert datel

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.

> Signature of Quotationer with Seal Date:

## **Price Schedule for Goods and Related Services**

RFQ NO.14.39.0000.012.07.003.22-440

Date: 03/08/2023

SI	Item	in the state of th	Unit of	Quantity	Rat	Unit e or Price	Total Amount	Destinatio n for
no	no		Measurement	Godinity	In figure	In words	In figure In words	Delivery of Goods
1	2 1	Data Bandwidth Between City Bank Limited Data Center (Motijheel) to Sajeeb Wazed Satellite Ground Station, Gazipur for 06 months	Mbps	5 10	6	a of mails had	8	Sajeeb Wazed Satellite Ground Station, Gazipur
2 10	2	Data Bandwidth Between Modzone 8 (Notun Bazar), Dhaka Wasa to Sajeeb Wazed Satellite Ground Station, Gazipur for 06 months	Mbps		be accided to the control of the control occidents occidents of the control occidents occid	on us and multiple that specifically the contractive and page to the contractive and page and page and page and page to the contraction and pa	de partend a de place unot de clared uno sem octussione and l'ocid	Sajeeb Wazed Satellite Ground Station, Gazipur
3	3 Sit nw 7 yd bs	Data Bandwidth Between DBBL Data Center (Satmasjid Road) to Sajeeb Wazed Satellite Ground Station, Gazipur for 06 months	Mbps	10 scriptoric state on the	no nerfi Wil aon id ad liw	eom podstroup so ineretro d bos assures saver top bs	a for preims to amenus di eutificati unexo even	Sajeeb Wazed Satellite Ground Station, Gazipur
4	4	Data Bandwidth Between DBBL DR Data Center. (Dumni Road) to Sajeeb Wazed Satellite Ground Station, Gazipur for 06 months	Mbps	10	ign sci dudell	riesel usy 16.7 Ne por usoni tu	bnalarečist oritivi e orinsi	Sajeeb Wazed Satellite Ground Station, Gazipur
5	5	Data Bandwidth Between EBL Data Center. (Gulshan-1) to Sajeeb Wazed Satellite Ground Station, Gazipur for 06 months	Mbps	10				Sajeeb Wazed Satellite Ground Station, Gazipur
		mount for Supply of VAT and all app				In figure		
						In words		
Good	s to be s	supplied to	Sajeeb Wazed Sate	ellite Ground S	tation, Gazi	pur		

Total Amount in Taka (in words)	[enter the Total Amount as in Col.8 above for the delivery of Goods and related services].
Delivery Offered	[insert weeks/days] from date of issuing the Purchase Order]
Warranty Provided	[insert weeks/months from date of completion of the delivery; state none if not applicable]

[insert number] number corrections made by me/us have been duly initialed in this Price Schedule. My/Our Offer is valid until dd/mm/yy [insert Quotation Validity date].

penal cycleedaths
Date: dd/mm/yy

#### Note:

- 1. Col. 1, 2, 3, 4, 5 and 9 to be filled in by the Procuring Entity and Col. 6, 7 & 8 by the Quotationer.
- 2. Rates or Prices shall include profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges earlier paid or to be paid under the Applicable Law, if the Contract is awarded; including transportation, insurance etc. whatsoever up to the point of delivery of Goods and related services in all respects to the satisfaction of the Procuring Entity.



## **Technical Specification of the Goods Required**

SI no	Item no	Description of Items	Full Technical Specification and Standards	Country of Origin	Make and Model
1	2	3	4	5	6
1	1	Data Bandwidth Between City Bank Limited Data Center (Motijheel) to Sajeeb Wazed Satellite Ground Station, Gazipur for 06 months	Mentioned bellow	Quotationer	Signature o
2	2	Data Bandwidth Between Modzone 8 (Notun Bazar), Dhaka Wasa to Sajeeb Wazed Satellite Ground Station, Gazipur for 6 months	than white? options of both with last.	stan taj	Namer (100) Note 1 Cel 1 2
3	3	Data Bandwidth Between DBBL Data Center (Satmasjid Road) to Sajeeb Wazed Satellite Ground Station, Gazipur for 6 months	assemble of the second and the control of the contr	The first set of the abver- various control abver- vario	soc withes stany on anous off
4	4	Data Bandwidth Between DBBL DR Data Center. (Dumni Road) to Sajeeb Wazed Satellite Ground Station, Gazipur for 6 months			
5	5	Data Bandwidth Between EBL Data Center. (Gulshan-1) to Sajeeb Wazed Satellite Ground Station, Gazipur for 6 months			

#### Full Technical Specification and Terms and conditions:

- Service provider should have agreement with least Nationwide Telecommunication Transmission Network (NTTN) service provider for underground fiber optic connectivity. Service provider should have BTRC license as a ISP.
- Service provider should have adequate support service to meet required SLA and have Adequate network infrastructure for redundancy.
- Service provider Should have node/POP level redundancy and automatic switching.
- Service provider shall provide security measures against DDOS Attack (DDOS protection. DDOS monitoring, DDOS mitigation etc.)
- The Intranet service should be dedicated full-duplex bandwidth by physically redundant connectivity (of at least two) through fiber optic cable from different POP at access level. Both link should have enough capacity to carry full traffic of Intranet services. The

redundant connectivity provided through NTTN can be considered redundant if the NTTN backbone has protected network topology.

- The Intranet connection should be separated at last mile delivery locations with Optical or Ethernet connectivity preferred by the procurer during the installation. Service provider will install CPE equipment/router at each service deployment locations (if required).
- Any additional peripheral devices/components/tools installed to fulfill the requirement should be provided by Service provider during the whole service period.
- The Intranet data connectivity latency should be less than 10 ms.
- The ISP backbone network should be free from jitter and congestion in case of any backbone link failure.
- Service Availability of 99.9% should be maintained.
- Service provider will retain the ownership of all equipment and related accessories which will be provided to Bangladesh Satellite Company Limited (BSCL). After end of the service period, Service provider will bring back the equipment and associated cables.
- Service provider have to response according to the following Response Times and Esclation Matrix:

Severity Level	General Evaluation Criteria	
High	A problem that critically effects on the ability of doing regular business.	3 Hours
Medium	Any component fails and the application is giving alert message. And some specific function does not working.	4 Hours
Low	The application is having minor issue.  Insignificant error is posted and Application is not affected at all. Users are able to work.	8 Hours

Service Penalty: If Service provider fails to meet the uptime SLA, then Service provider shall be penalized as below weight:

SL	Location	ר	Service	Uptime Percentage	Penalty Rate MRC	on
1	BSCL to Bank Data	а	Intranet	Up-to 99.9%	0%	
	Centre/ Redun		(Layer 2)	Below 99.9%	10%	

If the provider fails to meet minimum 98% for 02 (two) consecutive service months, BSCL reserves the right to cancel/terminate the work order providing 01 (one) month prior notice.

Service provider will submit bill monthly and bill would be paid after receiving availability report from Operation Wing BSC

 VAT and Tax will be deducted from the bill as per Government Rules. BSCL reserves the right to change/modify the conditions of this RFQ.

I/We declare to supply Goods and related services offered by me/us fully in compliance with the Technical Specifications and Standards mentioned hereinabove

Signature of Quotationer with Seal	Detail dellares (
Name of Quotationer	Date: dd/mm/yy

#### Note:

- 1. Col. 1, 2, 3 & 4 to be filled in by the Procuring Entity and Col. 5 & 6 by the Quotationer.
- 2. Specifications are to be filled in by the Procuring Entity. A set of precise and clear specifications is a prerequisite for Quotations to respond realistically and competitively to the requirements of the Procuring Entity. In the context of competitive Quotations, the specifications shall be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the Goods and related services to be procured. The specifications should require that all items, materials and accessories to be included or incorporated in the Goods be new, unused and of most recent or current models, and that they include or incorporate all recent improvements in design and materials.
- Technical Specifications of the Goods and related services shall be in compliance with the requirements of the Procuring Entity specified in this document. Quotationer is required to mention make / model (as applicable) of the Goods offered and must attach the appropriate original printed (if not available copied) literature / brochures for the listed items.



[enter here the name and address of the Procuring Entity]

# PURCHASE ORDER FOR THE SUPPLY OF GOODS [insert name of the supplies in brief]

Purchase Order No.	Date: dd/mm/yy
RFQ No:	Date: dd/mm/yy
To: [name and address of the Supplier]	The supplies of be entitled to an extension of the
Delivery Date: [insert completion date]	Order Value:TK. [insert Contract Price]
Delivery: As p	per Terms and Conditions
within the delivery date stated above, in the specifications under the Terms and Cond	ests that you supply the Goods and related services equantities and units in conformity with the Technical itions as annexed.
OI.	EXPERTITION OF THE PROPERTY OF
Attached Certified photocopy of approv	
Attached Certified photocopy of approx	red Priced Schedule for Goods and related services wed Technical Specification of the Goods Required otocopy of Terms and Conditions
Attached Certified photocopy of approx	ved Technical Specification of the Goods Required
Attached Certified photocopy of appro- Attached Certified ph	ved Technical Specification of the Goods Required otocopy of Terms and Conditions

Attachments: As stated above

## Terms and Conditions for Supply of Goods and Payment

- 1. Terms and Conditions contained herein shall be binding upon both the Procuring Entity and the Supplier for the purpose of administration and management of this Contract.
- 2. Implementation and interpretation of these Terms and Conditions shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2008.
- 3. The Supplier shall have to complete the delivery in all respects within **07** days of issuing the Purchase Order in conformity with the Terms and Conditions.
- 4. The Supplier shall be entitled to an extension of the Delivery Schedule if the Procuring Entity delays in receiving the Goods and related services or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
- All delivery under the Contract shall at all times be open to examination, inspection, measurements, testing, commissioning, and supervision of the Procuring Entity or his/her authorized representative.
- 6. The Procuring Entity shall check and verify the delivery made by the Supplier in conformity with the Technical Specifications and notify the Supplier of any Defects found.
- 7. If the Goods are found to be defective or otherwise not in accordance with the specifications, the Procuring Entity may reject the supplies by giving due notice to the Supplier, with reasons.
- 8. The Supplier shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
- 9. Notwithstanding any other practice, the payment shall be based on the actual delivery of goods on the basis of the quantity of each item of Goods in accordance with the Priced Schedule and Specifications. 100% of the Contract price of the Goods and related services shall be paid after submission and acceptance of the Delivery Chalan.
- 10. The Supplier's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
- 11. The total Contract Price is BDT [insert figure] [in words].
- 12. The minimum Warranty Period of the Supplies shall be (**Not Applicable**) starting from the date of completion of delivery in the form of submission by the Supplier and acceptance by the Procuring Entity, of the Delivery Chalan.
- 13. The Supplier shall remain liable to fulfil the obligations pursuant to Rule 40 (5) of the Public Procurement Rules, 2008.
- 14. The Supplier shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while delivering the Goods and related services.
- 15. Any claim arising out of delivery of Goods and related services shall be settled by the Supplier at his/her own cost and responsibility.
- 16. Damage to the Goods during the Warranty Period shall be remedied by the Supplier at the Supplier's own cost, if the damage arises from the supply and installation by the Supplier.
- 17. No modification to Scope of Supply and no Variations to the quantities ordered shall be permissible under any circumstances.
- 18. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Terms and Conditions in line with Rules, where necessary.

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- 19. The Procuring Entity may, by written Notice sent to the Supplier, terminate the Contract in whole or in part at any time, if the Supplier:
  - a. fails to deliver Goods and related services as per Delivery Schedule and Specifications.
  - b. in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in delivery of goods and related services.
  - c. fails to perform any other obligation(s) under the Contract.
- 20. The Procuring Entity and the Supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
- 21. The Supplier shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

For the Purchaser:	For the Supplier:
Signature of the Procuring Entity with name and Designation	Signature of the Supplier with name Designation
Date	Date

