Strengthening of BGD e-GOV CIRT Project
Bangladesh Computer Council (BCC)
Information and Communication Technology Division
Ministry of Posts, Telecommunications and Information Technology

T E N D E R D O C U M E N T (NATIONAL) FOR THE PROCUREMENT OF NON-CONSULTING SERVICES

Selection of Firm for Hiring a Microbus with Driver for Strengthening of BGD e-GOV CIRT Project
(Contract Package No: S-26)

Invitation for Tender No: 56.01.0000.037.07.033.24-744
Tender Package No: S-26
Issued on: 09 December 2024
Tender Lot No: Single

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Strengthening of BGD e-GOV CIRT

Bangladesh Computer Council

Information and Communications Technology Division

Ministry of Posts, Telecommunications and Information Technology

BCC Bhaban, 14-E/X Agargaon, Sher-e-Bangla Nagar, Dhaka 1207

☎ 55007183-6, e-mail: info@cirt.gov.bd, Website: www.cirt.gov.bd

Tender Notice

1.	Ministry	Ministry of Posts, Telecommunications & Information Technology	
2.	Division	Information & Communication Technology Division	
3.	Agency	Bangladesh Computer Council (BCC)	
4.	Procuring Entity Name	Project Director, Strengthening of BGD e-GOV CIRT Project	
5.	Procuring Entity District	Dhaka	
6.	Invitation for	**Rent a Vehicle**	
7.	Invitation Ref No & Date	56.01.0000.037.07.033.24-744, Dated: 09.12.2024	
8.	Procurement Method	Open Tendering Method (OTM)	
9.	Budget and Source of Funds	GoB	
10.	Project (if applicable)	Strengthening of BGD e-GOV CIRT Project	
11.	Tender Package Number	S-26	
12.	Tender Package Name	**Rent a Vehicle**	
13.	Tender Publication Date	09.12.2024	
14.	Tender Last Selling Date	22.12.2024 at 12:00 PM	
15.	Tender Closing Date and Time	23.12.2024	Time: 2:00 P. M
16.	Tender Opening Date and Time	23.12.2024	Time: 2:30 P. M
17.	Pre-Tender Meeting	N/A	
18.	Name & Address of the office(s)	Strengthening of BGD e-GOV CIRT Project	
	- Selling Tender Document	12th Floor, Bangladesh Computer Council, ICT Tower, Agargaon, Dhaka.	
	- Receiving Tender Document	12th Floor, Bangladesh Computer Council, ICT Tower, Agargaon, Dhaka.	
	- Opening Tender Document	Project Conference Room, 12th Floor, Bangladesh Computer Council, ICT Tower, Agargaon, Dhaka.	
19.	Brief Description of Services	Hiring of an Octane/CNG driven vehicle with fuel cost on monthly basis. Seat capacity: Minimum 7 (Seven) passengers including driver; Condition : Well maintained with full A/C; Model: Minimum 2013; Registration: Minimum 2016; Engine : Minimum. 1800 CC; Door : Minimum 4 (four) doors; Contract Duration : Up to June 2025, may be extended if project period extend.	
20.	Eligibility criteria	Details in Tender document	
21.	Price of Tender Document	1,000 BDT (Non-refundable). Documents Can be found at www.bcc.gov.bd and www.cirt.gov.bd	
22.	Identification of Package, Tender Security, Completion Time		

Pkg.No.	Identification	Number	Location	Tender Security (by Pay Order / Bank Guarantee)	Completion Time in Months
S-26	**Rent a Vehicle**	01	Dhaka	Tk. 25,000 (Twenty Five Thousand) Only	6 (Six) Months

23.	Designation of Official Inviting Tender	Project Director, Strengthening of BGD e-GOV CIRT Project		
24.	Address of Official Inviting Tender	12th Floor, Bangladesh Computer Council, ICT Tower, Agargaon, Dhaka.		
25.	Contact details of Official Inviting Tender	**Tel: : 55007183-6**	**Fax: 88-02-55006791**	**e.mail:** info@cirt.gov.bd
26.	The Procuring Entity reserves the right to accept or reject all or any of the tenders without assigning any reason.			

SD/-

Project Director

Strengthening of BGD e-GOV CIRT Project (1st Revised)

Section 1. Instructions to Tenderers

A. General

1. Scope of Tender	1.1 The Procuring Entity, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of non-Consulting Services as specified in the **TDS** and as detailed in **Appendix A** to the Contract. The name of the Tender and its number and identification is stated in the **TDS**. 1.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date as stated in the **TDS**.
2. Interpretation	2.1 Throughout this Tender Document: (a) the term "in writing" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; (b) if the context so requires, singular means plural and vice versa; (c) "day" means calendar days unless otherwise specified as working days; (d) "Person" means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings; (e) "Tenderer" means a Person who submits a Tender; (f) "Tender Document" means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and (g) "Tender" depending on the context, means a Tender submitted by a Tenderer for execution of Works and physical services to a Procuring Entity in response to an Invitation for Tender
3. Source of Fund	3.1 The Procuring Entity has been allocated public 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. 3.2 For the purpose of this provision, "public funds" means any monetary resources appropriated to the Procuring Entity under Government budget, or loan, grants and credits placed at the disposal of the Procuring Entity through the Government by the development partners or foreign states or organisations. 3.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of the Government and upon approval by the development partner or foreign state or Organisation in accordance with the applicable Loan / Credit / Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

4. Corrupt, Fraudulent, Collusive or Coercive Practices	4.1 The Government requires that Procuring Entities, as well as the Tenderers shall, during the procurement proceedings and the execution of Contracts under public funds, ensure- a. strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 including amendments thereto; b. abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008 including amendments thereto; c. that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in the Rule 127. 4.2 If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall: a. exclude the concerned Tenderer from further participation in the particular procurement proceeding; or b. reject any recommendation for award that had been proposed for that concerned Tenderer; or c. declare, at its discretion, the concerned Tenderer to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time.
5. Eligible Tenderers	5.1 This Invitation for Tenders is open to all potential Tenderers. 5.2 Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law. 5.3 Tenderers shall be enrolled in the relevant professional or trade organisations registered in Bangladesh. 5.4 Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders. 5.5 Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh. 5.6 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest. 5.7 Tenderer in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 4.2.
6. Site Visit	6.1 Tenderers, at the Tenderers' own responsibility and risk, are encouraged to visit and examine the Site of required Services and its surroundings and, obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderers' own expenses.

B. Tender Document	
7. Tender Document	7.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under **ITT Clause 9.** a. Section 1 Instructions to Tenderers (ITT) b. Section 2 Tender Data Sheet (**TDS**) c. Section 3 General Conditions of Contract (GCC) d. Section 4 Particular Conditions of Contract (**PCC**) e. Section 5 Tender and Contract Forms f. Section 6 Activity Schedule/ g. Section 7 Performance Specifications and Drawing
8. Clarification of Tender Document	8.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and, within time as specified in the **TDS.**
9. Addendum to Tender Document	9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum. 9.2 The Addendum issued under ITT Sub Clause 9.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action. 9.3 If an Addendum is issued when time remaining is less than **one-third** of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. In any case, the minimum time for such extension shall not be less than three (3) working days.
C. Qualification Criteria	
10. General Criteria	10.1 Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive. 10.2 In addition to meeting the eligibility criteria, as stated under ITT Clause **5**, Tenderers must satisfy the other criteria stated in ITT Clauses **10 to 16** inclusive.

11. Experience Criteria	11.1 Tenderers shall have the following minimum level of experience to qualify for the performance of the non-Consultant Service under the Contract: a. a minimum number of years of general experience in contracting industries in public sector as Prime Contractor/Sub Contractor/Management Contractor as specified in the **TDS**; b. a minimum number of years of specific experience **(to comply with this requirement service contracts cited should be at least 70 percent complete)** as Prime Contractor in providing non-Consulting Service of a nature, complexity and methods/technology similar to the proposed non-Consulting Service in at least a number of contracts over the period, as specified in the **TDS.**
12. Financial Criteria	12.1 Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Services under the Contract. (a) the average annual turnover as specified in the **TDS** during the period specified in the **TDS;** (b) availability of minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the **TDS.**
13. Personnel Capacity	13.1 Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Services under the Contract consisting of key personnel with qualifications and experience as specified in the **TDS.**
14. Equipment Capacity	14.1 Tenderers shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the **TDS**.
15. Joint Venture	15.1 No Joint Venture (JV) shall be permissible under this Invitation for Tenders. Tenders submitted in the form of JV shall be considered non-responsive.
16. Sub-contractor	16.1 The successful Tenderer shall under no circumstances assign the services or any part of it to the Subcontractor(s).
D. Tender Preparation	
17. Only One Tender	17.1 Tenderers shall submit only one (1) Tender for each package. Tenderer who submits or participates in more than one (1) Tender in one (1) package will cause all the Tenders of that particular Tenderer to be considered non-responsive.

18. Cost of Tendering	18.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
	18.2 The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper.
19. Language of Tender	19.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or Bangla.
20. Contents of Tender	20.1 The Tender prepared by the Tenderer shall comprise the following: a. Tender Submission Letter (**Form PSN-1**) as stated under ITT Sub Clause 21.1; b. Tenderer Information (**Form PSN-2**)as furnished in Section 5: Tender Forms; c. the Priced Activity Schedule as stated under ITT Sub Clause 21,22 and 23; d. the Tender Security as stated under ITT Clauses 26 and 27. e. the written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 30.2; f. the Valid Trade License; g. documentary evidence of Tax Identification Number(TIN) and VAT as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 5.5; h. documentary evidence as stated under ITT Clause 24 establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the physical services under the Contract; and **i.** Curriculum vita of proposed manpower in case of outsourcing manpower . **j.** for physical service, along with academic & experience certificate in case of supply of man-power (out-sourcing) as **stated in section 6: Activity schedule.** k. any other document as specified in the **TDS**.
21. Tender Submission Letter and Priced Activity Schedule	21.1 Tenderers shall submit the Tender Submission Letter (**Form PSN-1**), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be considered non-responsive as being incomplete. 21.2 Tenderers shall submit the priced Activity Schedule using the form(s) furnished in Section 6: Priced Activity Schedule.

	21.3 If in preparing its Tender, the Tenderer has made errors in the unit rate or price or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer.
22. Tender Prices	22.1 The Contract shall be for the Services, as described in **Appendix A** to the contract and in **Section 7: Performance Specifications and Drawing**, based on the priced **Activity Schedule**, submitted by the Tenderer.
	22.2 The Tenderer shall fill in rates or prices inclusive of profit, overhead, Applicable Tax & VAT for all items of the Services described in the **Specifications** and listed in the **Activity Schedule**.
	22.3 The items quantified in the priced **Activity Schedule** for which no unit rates or prices have been entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the **Section 6: Activity Schedule.**
	22.4 All kinds of applicable taxes ,customs duties, fees, levies, VAT and other charges payable by the Service Provider under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the unit rates or prices and, the total Tender price submitted by the Tenderer.
	22.5 The price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.
	22.6 In case of manpower supply, the remuneration of manpower shall be fixed as consolidated payment as per government circular plus applicable Tax & VAT. Tender shall quote only the commission as stated in **section 6: Activity schedule.**
	22.7 Tenderer's quoting rate of service commission of the Tender **less** the specific threshold specified in **TDS & Section 6: Activity schedule** of the Tender Document as stated under ITT Sub 22.6, **shall be rejected.**
23. Tender Currency	23.1 Tenderers shall quote all prices in Bangladesh Taka (BDT) in the Tender Submission Letter and in the **Activity Schedule**.
24. Documents Establishing Eligibility and Qualification of the Tenderer	24.1 Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following: (a) complete the eligibility declarations in the Tender Submission Letter (**Form PSN-1**); (b) complete the Tenderer Information (**Form PSN-2**); (c) general experience in service providing as stated under ITT Sub Clause 11.1(a), substantiated by the year of registration/constitution/licensing in its country of origin;

	(d) specific experience in service providing under public sector of similar nature and size as stated ITT Sub Clause 11.1(b), substantiated by Completion Certificate (s) issued by the relevant Procuring Entity(s); (e) average annual turnover i.e. total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 12.1(a), substantiated by Statement(s) of Receipts, from any scheduled Bank of Bangladesh, issued not earlier than twenty eight (28) days prior to the day of the original deadline for submission of Tenders;
	(f) adequacy of minimum liquid assets i.e. working capital substantiated by Audit Reports mentioned in (j) below or credit line(s), substantiated by any scheduled Bank of Bangladesh in the format as specified (**Form PSN-5**),without alteration, issued not earlier than twenty eight (28) days prior to the day of the original deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 12.1(b); (g) key personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 13.1; (h) major items of service equipment proposed to carry out the Contract as stated under ITT Clause 14.1, substantiated by statement(s) in its letter-head pad declaring source of its availability; (i) authority (s) to seek references from the Tenderer's Bankers or any other sources in its letter-head pad; (j) reports on the financial standing of the Tenderer, such as profit and loss statements and audited balance sheet for the past years as specified in the **TDS**, substantiated by Audit Reports.

25. Validity Period of Tender	25.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a period shorter than that specified shall be considered as non-responsive. 25.2 In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clause 39.2. 25.3 The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 25.2 shall also be suitably extended for twenty eight (28) days beyond the new date for the expiry of the Tender Validity. 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.
26. Tender Security	26.1 Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, as specified in the **TDS.**
27. Form of Tender Security	27.1 The Tender Security shall be at the Tenderer's option, be either in the form of a Bank Draft or Pay Order or Bank Guarantee issued by any scheduled Bank of Bangladesh and, shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.
28. Return of Tender Security	28.1 No Tender Security shall be returned to the Tenderers before contract signing. 28.2 Unsuccessful Tenderer's Tender Security will be discharged or returned as soon as possible but within twenty-eight (28) days after the expiry of the Tender Validity period as stated under ITT Sub Clauses 25.1. 28.3 The Tender Security of the successful Tenderer will be discharged upon the Tenderer's furnishing of the performance security and signing of the Contract Agreement.

29. Forfeiture of Tender Security	29.1 Tender Security may be forfeited, if a Tenderer: (a) withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clause 25 ; or (b) refuses to accept a Letter of Acceptance as stated under ITT Sub Clause 50.2; or (c) fails to furnish Performance Security as stated under ITT Sub Clause 51.1 and 51.2; or (d) refuses to sign the Contract as stated under ITT Sub Clause 55.2; or (e) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 43.2.
30. Format and Signing of Tender	30.1 Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 20 and clearly mark it "ORIGINAL." In addition, the Tenderers shall prepare the number of copies of the Tender, as specified in the **TDS** and clearly mark each of them "COPY." All copies shall be made from the signed original. In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail. 30.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This Tender specific authorization shall be attached to the Tender Submission Letter (**Form PSN-1**). The name and position held by each Person(s) signing the authorization 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 by the person signing the Tender. 30.3 Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person(s) signing the Tender.
E. Tender Submission	
31. Sealing, Marking and Submission of Tender	31.1 Tenderers shall enclose the original in one (1) envelope and all the copies of the Tender, in another envelope, duly marking the envelopes as "ORIGINAL (O)" and "COPY". These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope with all the relevant particulars of the Tender on the envelopes. **In case of manpower supply, Technical & financial envelope shall be submitted separately in a outer envelope.**
32. Deadline for Submission of Tender	32.1 Tenders shall be delivered by hand or by mail, including courier services at the address not later than the date and time, as specified in the **TDS**.

	32.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 32.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
33. Late Tender	33.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 32.1 shall be declared LATE, excluded, and returned unopened to the Tenderer.
34. Modification, or Withdrawal of Tender	34.1 Tenderers may modify or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization confirmed by an affidavit authenticated by a Notary Public; provided that such written notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders as stated under ITT Clause 32.
35. Tender Modification	35.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as "**MODIFIFICATION".**
36. Withdrawal of Tender	36.1 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as **"WITHDRAWAL".**
F. Tender Opening and Evaluation	
37. Tender Opening	37.1 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the **TDS** but not later than **ONE HOUR** after expiry of the submission deadline at the same primary place. In case of manpower supply, Financial envelope shall not be open with technical tender.
	37.2 **In case of manpower supply**, financial envelope shall be open publicly after approval of technical evaluation report. **The financial envelope of only successful tender (i.e. technically responsive with pass mark) shall be opened by TEC like one stage two envelope method. Rest financial envelope shall be returned unopened.**
	37.3 Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.
	37.4 The authenticity of withdrawal of, or modifications to original Tender, if any made by a Tenderer in specified manner, shall be examined and verified by the Tender Opening Committee (TOC) based on documents submitted as stated under ITT Sub Clause 34.1.

	37.5 Ensuring that only the correct (M) and (O) envelopes are opened, details of each Tender will be dealt with as follows: The Chairperson of the Tender Opening Committee will read aloud each Tender and record in the Tender Opening Sheet (TOS) : a. the name and address of the Tenderer; b. state if it is a withdrawn, modified or original Tender; c. the Tender price d. the number of initialled corrections; e. the presence or absence of any requisite Tender Security; f. such other details as the Procuring Entity, at its discretion, may consider appropriate.
	37.6 Upon completion of Tender opening, all members of the Tender Opening Committee and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation and their National Identification Numbers (if any) the Tender Opening Sheet, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the Tender Opening Committee and any authorised consultants and, to the Tenderers immediately.
	37.7 No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 33.
38. Evaluation Process	38.1 Tender Evaluation Committee (TEC) may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following four steps: (a) Preliminary Examination; (b) Technical Examinations and Responsiveness; (c) Financial evaluation and price comparison; (d) Post-qualification of the Tender.
39. Preliminary Examination	39.1 TEC shall examine the Tenders to confirm that all documentation requested in ITT Clause 20 has been provided, to determine the completeness of each document submitted. 39.2 TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be rejected. (a) Tender Submission Letter; (b) Priced Activity Schedule; (c) Written confirmation of authorization to commit the Tenderer; and (d) Valid Tender Security.
40. Technical Examination and Responsiveness	40.1 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

	40.2 There shall be no requirement as to the minimum number of responsive Tenders.
	40.3 There shall be no automatic exclusion of Tenders which are above or below the official estimate.
	40.4 TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 24.
	40.5 TEC shall further examine the terms and conditions specified in **Section 7: Performance specifications**
	40.6 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause 40.4 & 40.5**,** it shall be considered responsive.
	40.7 TEC as a whole and each of its members themselves individually shall separately evaluate and marking as set forth in the TDS and rank the tender on the basis of technical point as stated i**n TDS** in case of out sourcing **(Man-power supply).** as stated in **ITT 20.1 & 22.6.** 40.8 Technical points (Tp) as stated under ITT 40.7, not securing the precise minimum as specified in the **TDS**, shall be consider non-responsive.
41. Clarification on Tender	41.1 TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to assist the examination and evaluation of the Tenders. 41.2 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender. 41.3 If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.
42. Correction of Arithmetical Errors	42.1 Provided that the Tender is responsive, the TEC shall correct arithmetical errors on the basis that; (a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total 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. 42.2 Any arithmetical error or other discrepancies as stated in ITT Sub Clause 42.1 will be immediately notified by the TEC to the concerned Tenderer for acceptance.
43. Financial Evaluation	43.1 TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.

	43.2 To evaluate a Tender, the TEC shall consider the Tender price after adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 42.1. 43.3 Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation. 43.4 In case of out-sourcing (**Man-power supply), t**he tender shall be rejected, if the tenderer quoted the price less than the threshold provided by PE as stated in **section 6. Activity schedule.**
44. Price Comparison	44.1 TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with **ITT Clause 43.** 44.2 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as Service period, quality of Service provided, complaints history and performance indicators could be taken into consideration. 44.3 The successful Tenderer as stated under ITT Sub Clauses **44.1 and 44.2** shall not be selected through lottery under any circumstances. 44.4 In case of tie for the evaluated price, the tender shall be selected based on the highest technical point scorer in regards to **out-sourcing (Manpower).**
45. Negotiations	45.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
46. Post-Qualifications	46.1 The determination on Post-Qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clause 24, clarifications in accordance with ITT Clause 41 and the qualification criteria indicated in ITT Clause 10,11,12 13 and 14. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification. 46.2 In the event that the Tenderer with lowest evaluated Tender price fails the Post-qualification, the TEC shall make a similar determination for the Tenderer with the next lowest evaluated Tender price and so on from the remaining responsive Tenders, if the evaluated cost of the Tender is acceptable to the TEC.
47. Rejection of All Tenders	47.1 The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.

	47.2 The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 47.3 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity. 47.3 All Tenders can be rejected, if - (a) the price of the lowest evaluated Tender substantially exceeds the official estimate, provided the estimate is realistic; or (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or (c) Tenders are not responsive; or (d) evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.
48. Informing Reasons for Rejection	48.1 Notice of the rejection will be given promptly within seven (7) days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).
G. Contract Award	
49. Award Criteria	49.1 Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Letter of Acceptance (LOA) to the successful Tenderer.
50. Letter of Acceptance	50.1 The LOA, attaching the contract as per the sample (**Form PSN-4**) to be signed, shall state : (a) the acceptance of the Tender by the Procuring Entity; (b) the price at which the contract is awarded; (c) the date and time within which the Contract shall be signed.
	50.2 The LOA shall be accepted by the successful Tenderer within seven (7) working days from the date of its issuance.
	50.3 Until a formal contract is signed, the LOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties.
51. Performance Security	51.1 The Performance Security shall be provided by the successful Tenderer in currency at the percentage as specified in the **TDS.** 51.2 The Procuring Entity, upon recommendation of the TEC, may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 51.1 but not exceeding twenty five (25) percent of the Contract price, if it is found that the Tender is significantly below the official estimated cost or unbalanced as a result of front loading.

	51.3	The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
52. Form and Time Limit for Furnishing of Performance Security	52.1	The Performance Security, as stated under ITT Clause 50, may be in the form of a Pay Order or Bank Draft, or an irrevocable Bank Guarantee in the format (Form PSN-7), issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity.
	52.2	Within fourteen (14) days from the date of acceptance of the LOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses **51.1 or 51.2.**
53. Validity of Performance Security	53.1	The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the Intended Completion Date as specified in Tender Document.
54. Authenticity of Performance Security	54.1	The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable unconditional Bank Guarantee in specified format.
55. Contract Signing	55.1	Within twenty-eight (28) days of issuance of the LOA, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
	55.2	Failure of the successful Tenderer to sign the Contract, as stated under ITT Sub Clause49.1, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.
56. Publication of Award of Contract	56.1	The LOA for Contracts of Taka one (1) crore and above shall be notified by the Procuring Entity to the Central Procurement Technical Unit within seven (7) days of issuance of the LOA for publication in their website and, that of below Taka one (1) crore shall be immediately published by the Procuring Entity on its Notice Board and where applicable on the website of the Procuring Entity.
57. Debriefing of Tenderers	57.1	Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her without disclosing information about any other Tenderer. In the case of debriefing, confidentiality of the evaluation process shall be maintained.

58. Debriefing of Tenderers	58.1 Tenderer has the right to complain in accordance with the Public Procurement Act 2006 and the Public Procurement Rules, 2008.

Section 2: Tender Data Sheet

Instructions for completing TDS are provided in italics in parenthesis for the relevant ITT clauses	
ITT Clause	**Amendments of, and Supplements to, Clauses in the Instructions to Tenderers**
	IFT IDENTIFICATION NO: 56.01.0000.037.07.033.24-744
A. General	
ITT 1.1	The Employer is *[insert name of Procuring Entity] Represented* by *[insert name of the representative].*
	The Name of the Service is: Selection of Firm for Hiring a Microbus with driver for Strengthening of BGD e-GOV CIRT Project (Contract Package No: S-26) **Brief Description:** Strengthening of BGD e-GOV CIRT Project requires to hire a Microbus initially for 6 months. Microbus must be good in condition, have fully operational air-conditioning. Microbus must be prior inspected by the officials of Strengthening of BGD e-GOV CIRT Project, Bangladesh Computer Council (BCC). The Microbus has to be operated at all times in a safe and secured manner, according to government policies or guidelines. Tender Ref: 56.01.0000.037.07.033.24-744
ITT 1.2	The Intended Completion Date of the Contract is: 30 June 2025. It may be extended subject to the satisfactory performance and extension of the project period.
ITT 3.1	The source of public fund is GoB (Development Budget)
B. Tender Document	
ITT 8.1	For **clarification of Tender Document purposes** only, the Procuring Entity's address is: BGD e-GOV CIRT (12th Floor), ICT Tower, Plot # E-14/X, Agargaon, Dhaka-1207, Bangladesh Attention : Project Director, Strengthening of BGD e-GOV CIRT Project Address : BGD e-GOV CIRT (12th Floor), ICT Tower, Plot # E-14/X, Agargaon, Dhaka-1207, Bangladesh Facsimile : 88-02-55006791 E-mail : info@cirt.gov.bd Website : www.bcc.gov.bd
C. Qualification Criteria	
ITT 11.1(a)	The minimum number of years of general experience of the Tenderer in contracting industries in public sector as Prime Contractor/Sub Contractor/Management Contractor shall be 3 (three) years.
ITT 11.1(b)	The minimum specific experience as a Prime Contractor in providing non-Consultant Service of at least ONE contract of similar nature, complexity and methods/technology completed over a period of three (3) years each with a value of at least of Tk 8,00,000 (Eight Lac) shall be required. Contract for providing Microbus/Car in Rental Service will be treated as similar nature.

ITT 12.1(a)	The required average annual turnover of the Tenderer shall be at least of the amount of Tk 6,00,000 (Six Lac) over the last three years.
ITT 12.1(b)	The minimum amount of liquid assets i.e. working capital or credit line(s)of the Tenderer shall be Tk 3,00,000 (Three Lac).
ITT 14.1	The Tenderer shall own or have proven access to hire or lease of the major Service equipment, in full working order as follows as stated **in Section 6 & 7**
D. Tender Preparation	
ITT 20.1(k)	The Tenderer shall submit with its Tender the following additional documents: a. Original money receipt for the purchase of tender document. b. Documentary evidence of Bank Solvency
ITT 25.1	The Tender Validity period shall be 90 (Ninety) days.
ITT 26.1	The amount of the Tender Security shall be Tk. 25,000 (Twenty Five Thousand) in favour of Project Director, Strengthening of BGD e-GOV CIRT Project
E. Tender Submission	
ITT 30.1	In addition to the Original of the Tender, 1 (One) Copy shall be submitted.
ITT 32.1	For **Tender submission purposes** only, the Procuring Entity's address is: Attention: Project Director, Strengthening of BGD e-GOV CIRT Project Address**:** BGD e-GOV CIRT (12th Floor), ICT Tower, Plot # E-14/X, Agargaon, Dhaka-1207, Bangladesh The deadline for the submission of Tenders is: Time & Date: 2:00 PM, 23 December 2024
F. Tender Opening and Evaluation	
ITT 37.1	The Tender opening shall take place at: Address: BGD e-GOV CIRT Project, (12th Floor), ICT Tower, Plot # E-14/X, Agargaon, Dhaka-1207, Bangladesh Time & Date: 2:30 PM, 23 December 2024
G. Contract Award	
ITT 51.1	The amount of Performance Security shall between 5% (five percent) of the Contract price in the currency of Bangladesh Taka.

Section 3. General Conditions of Contract

A. General

1 Definitions	1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms: (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services; (b) **Appropriate Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers; (c) **Completion** means the fulfilment of the Services by the Service Provider in accordance with the terms and conditions set forth in the Contract; (d) **Completion Date** is the date of actual completion of the fulfilment of the Services certified by the Employer, in accordance with GCC Clause 49.1; (e) **Contract Agreement** means the Agreement entered into between the Employer and the Service Provider together with the Contract Documents; (f) **Contract Documents** means the documents listed in the Agreement, including any Addendum thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices; (g) Contract Price means the price to be paid for the performance of the Services, in accordance with GCC Clause 41.1; **(h) Day** means calendar day unless otherwise specified as working days; **(i) Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 11.1; **(j) Employer** is the party named in the **PCC** who engages the Service Provider to perform the Services; **(k) Force Majeure** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder; **(l) GCC** means the General Conditions of Contract;

	(m) Government means the Government of the People's Republic of Bangladesh; **(n) Intended Completion Date** is the date on which it is intended that the Service Provider shall complete the Services as specified in the **PCC**; **(o) Month** means calendar month; **(p) Party** means the Employer or the Service Provider, as the case may be, and **"Parties"** means both of them; **(q) Personnel** means professionals and support staff provided by the Service Provider and, assigned to perform the Services or any part thereof; **(r) Reimbursable expenses** mean all assignment-related costs other than Service Provider's remuneration. **(s) Remuneration** means all costs related to payments of fees to the Service Provider for the time spent by the professional and other staff on assignment related activities; **(t) PCC** means the Particular Conditions of Contract by which the GCC may be amended or supplemented; **(u) Services** means the work to be performed by the Service Provider pursuant to this Contract, as described in **Appendices A to E** of the Contract Agreement; **(v) Service Provider** is a Person or a corporate body whose tender to provide the Services has been accepted by the Employer and as specified in the PCC; **(w) Third Party** means any person or entity other than the Government, the Employer and the Service Provider; **(x) Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.
2. Communications and Notices	2.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the address as specified in the **PCC**.
3. Governing Law	3.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
4. Governing Language	4.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in **English or *Bangla*.**
5. Documents Forming the Contract and Priority of Documents	5.1 The documents forming the Contract Agreement shall be interpreted as in the Contract Agreement in **Section 5**
6. Assignment	6.1 The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Service Provider's rights, claims or obligations under this Contract except with the prior written approval of the Employer.

7. Eligible Services	7.1 The Service Provider shall be a national of Bangladesh.
8. Taxes and Duties	8.1 The Service Provider shall be entirely responsible for all applicable taxes, custom duties, other levies imposed or incurred inside and outside Bangladesh. 8.2 Tenderer is subjected to local Taxes as per the applicable Law, **in case out-sourcing (Man power supply). AIT deducted from the commission at source, or as per legislative change.** 8.3 Tenderer and his deployed workers/manpower is subjected to VAT on amounts payable by the client as per the applicable Law **in case out-sourcing (Man power supply) which will be deducted at source.**
9. Corrupt, Fraudulent, Collusive or Coercive Practices	9.1 The Government requires that Employer, as well as Service Provider shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 2006; (b) abiding by the code of ethics as mentioned in the Rule127 of the Public Procurement Rules, 2008; (c) that neither it, nor any other member of its staff, or any other agents or intermediaries working on its behalf engages in any such practice as detailed in GCC Sub Clause 9.1(b).
	9.2 Should any corrupt or fraudulent practice of any kind come to the knowledge of the Employer, it shall, in the first place, allow the Service Provider to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the Service Provider concerned. Any communications between the Service Provider and the Employer related to matters of alleged fraud or corruption shall be in writing.
	9.3 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Employer against the Service Provider alleged to have carried out such practices, the Employer will : (a) exclude the Service Provider from further participation in the particular Procurement proceeding; or (b) declare, at its discretion, the Service Provider to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
B. Commencement, Completion and Modification	
10. Program	10.1 Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
11. Effectiveness of Contract	11.1 The Contract shall come into force on the date the Contract is signed by both Parties and such other date as specified in the **PCC.**

12. Starting Date	12.1	The Service Provider shall commence carrying out the Services not later than the number of days as specified in the **PCC**, after the date the Contract becomes effective.
13. Intended Completion Date	13.1	Unless terminated earlier pursuant to GCC Clauses 48 to 57, the Service Provider shall complete the activities by the Intended Completion Date as specified in the **PCC**.
14. Modifications or Variations	14.1	The Employer may notify the Service Provider to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.
	14.2	Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.
C. Service Provider's Personnel		
15. General	15.1	The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services under the Contract.
16. Description of Personnel	16.1	The title, agreed job description, precise minimum qualification and period of engagement in carrying out of the Services of each of the Service Provider's Key Personnel are described in **Appendix C**, to the Contract.
	16.2	The periods of engagement of Key Personnel set forth in **Appendix-C** may be increased by agreement in writing between the Employer and the Service Provider, if additional work is required beyond the Scope of the Services specified in **Appendix A** to the Contract. In case that will cause payments under the Contract to exceed the ceiling set forth in GCC Sub Clause 40.1 of this Contract, this will follow procedures as stated under GCC Clause 14.1, including prior review where necessary.
17. Approval of Personnel	17.1	The Employer approves the Key Personnel listed by title as well as by name in **Appendix C** to the Contract. In respect of other Personnel that the Service Provider proposes to use in carrying out of the Services, the Service Provider shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs).
18. Removal and/or Replacement of Personnel	18.1	Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or higher qualifications acceptable to the Employer.
D. Obligations of the Service Provider		

19. General	19.1 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services and, shall at all times support and safeguard the Employer's legitimate interests in any dealings with Third Parties.
20. Conflict of Interests	20.1 The Service Provider shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests, pursuant to Rule 55 of the Public Procurement Rules, 2008 including amendment thereto.
21. Service Provider Not to Benefit from Commissions Discounts etc.	21.1 The Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Service Provider shall use their best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional remuneration.
22. Service Provider and Affiliates not to Engage in Certain Activities	22.1 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the services or continuation thereof for any project resulting from or closely related to this service.
23. Prohibition of Conflicting Activities	23.1 The Service Provider, during the term of this Contract, shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
24. Confidentiality	24.1 The Service Provider and the Personnel shall not at any time disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
25. Indemnification	25.1 The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's officers, agents, and employees, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Service Provider, its officers, agents and employees.
	25.2 The obligations as stated under GCC Sub Clause 19.1 shall not lapse upon conclusion or termination of this Contract provided

	that the Service provider is notified of such actions, claims, losses or damages not later than the number of months as specified in the **PCC**.
26. Insurance to be taken out by the Service Provider	26.1 The Service Provider, if so specified in the **PCC,** (a) shall take out and maintain at their own cost, but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
27. Accounting, Inspection and Auditing	27.1 The Service Provider shall (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof; and (b) periodically permit the Employer or its designated representative up to five (5) years from the conclusion or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Employer, if so required by the Employer.
28. Service Provider's Actions Requiring Employer's Prior Approval	28.1 The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions: (a) any change or addition to the Personnel listed in **Appendix C** to the Contract; (b) any change in the Program of activities; and (c) any other action that may be specified in the **PCC**.
29. Reporting Obligations	29.1 The Service Provider shall submit to the Employer the reports and documents specified in **Appendix B** to the Contract hereto, in the form, in the numbers and within the time periods set forth in the **Appendix B**.
30. Proprietary Rights on Documents Prepared by the Service Provider	30.1 All plans, maps, diagrams, drawings, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Service Provider for the Employer under this Contract shall become and remain the absolute property of the Employer, and the Service Provider shall, not later than upon conclusion or termination of this Contract, deliver all such documents to the Employer, together with a detailed inventory.
31. Liquidated Damages	31.1 If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as stated under GCC Sub Clause 31.2.
	31.2 The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated

	damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
32. Correction for Over-payment	32.1 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub Clause 45.1.
33. Lack of Performance damages claim	33.1 If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, damages for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in GCC Sub clause 53.1 and, as specified in the **PCC**.
34. Performance Security	34.1 The Employer shall notify the Service Provider of any claim made against the Bank issuing the Performance Security.
	34.2 The Employer may claim against the security if any of the following events occurs for fourteen (14) days or more. (a) The Service Provider is in breach of the Contract and the Employer has duly notified him or her ; and (b) The Service Provider has not paid an amount due to the Employer and the Employer has duly notified him or her.
	34.3 In the event the Service Provider is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Employer may call the full amount of the Performance Security.
E. Obligations of the Employer	
35. Assistance and Exemptions	35.1 The Employer shall use its best efforts to ensure that the Government shall: (a) provide the Service Provider and Personnel with documents as shall be necessary to enable the Service Provider or Personnel to perform the Services; (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; (c) assist the Service Provider in obtaining necessary licenses and permits needed to carry out the Services; and (d) provide to the Service Provider and Personnel any such other assistance as may be specified in the **PCC**.
36. Change in the Applicable Law Related to Taxes	36.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the Service Provider in performing the Services, then the amounts otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding

		adjustments shall be made to the ceiling amount specified in GCC Sub Clause 40.1.
37. Services and Facilities	37.1	The Employer shall make available to the Service Provider, for the purposes of the Services, free of any charge, the services and facilities described in **Appendix E** to the Contract at the times and in the manner specified.
38. Payment	38.1	In consideration of the Services performed by the Service Provider under this Contract, the Employer shall make to the Service Provider such payments and in such manner as stated under GCC Clauses 39 to 48.
F. Payments to the Service Provider		
39. Payments: General	39.1	All payments under this Contract shall be made to the account of the Service Provider as specified in the **PCC**.
40. Lump-Sum Payment	40.1	The total payment due to the Service Provider shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in **Appendix A**; except as stated under GCC Sub Clause 42.1.
41. Contract Price	41.1	The Contract Price is set forth in the **PCC**.
42. Payment for Additional Services	42.1	Payment for additional Services shall be made as agreed under GCC Sub Clause 14.
43. Terms and Conditions of Payment	43.1	Payments in respect of the Services shall be made according to the payment schedule stated in the **PCC** after the conditions listed in the **PCC** for such payment have been met, and the Service Provider has submitted an invoice, not later than fifteen (15) days after the condition met, to the Employer specifying the amount due. The Employer shall pay the Service Provider within thirty (30) days after the receipt of the invoices.
	43.2	Payment will be made individually to the each deployed manpower and contractor's commission to their individual account by cross cheque or pay advice subjected to submitted and approved invoice as stated in GCC 43.1 **in case of out sourcing (Man-power supply).**
	43.3	In the event of termination of this Contract pursuant to GCC Clauses to 48 to 57, the Employer shall make the payments to the Service Provider for Services satisfactorily performed prior to the effective date of termination.
44. Advance Payment	44.1	If so specified in the **PCC**, an Advance Payment for Mobilization, Materials and Supplies shall be made to the Service Provider, of the amount and within the number of days after the Effective Date as specified in the **PCC**. The Advance Payment shall be made against the provision by the Service Provider of an unconditional Bank Guarantee for the same amount which shall: (a) remain effective until the Advance Payment has been fully amortized as specified in the **PCC**; and

	(b) be in the format as shown in **PSN-8**
	44.2 Advance Payments will be amortized by the Employer in instalments as specified in the **PCC** until fully amortized.
45. Interest on Delayed payment	45.1 If the Employer has delayed payment beyond thirty (30) days after the due date, interest at the annual rate as specified in the **PCC** shall become payable as from the above due date on any amount due by, but not paid on, such due date.
46. Amendment to Contract	46.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved under the Conditions of the Contract.
	46.2 The Employer contracting shall amend the Contract incorporating the required approved changes subsequently introduced to the original Terms and Conditions of the Contract in line with the Rules.
47. Final Payment	47.1 The final payment under this Contract shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Service Provider and approved as satisfactory by the Employer.
48. Suspension of Payments	48.1 The Employer may, by written notice of suspension to the Service Provider, suspend all or part of the payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension: (a) shall specify the nature of the failure, and (b) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.
G. Time Control	
49. Completion of Services	49.1 The Service Provider shall carry out the Services in accordance with the Programme submitted by the Service Provider, as updated with the approval of the Employer and complete them by the Intended Completion Date as stated under GCC Clause 17.1.
50. Extension of the Intended Completion Date	50.1 In the event the Service Provider is unable to complete the assignment by the Intended Completion Date it may request the Employer to extend the Intended Completion Date giving reasons. The Employer shall extend the Intended Completion Date in the circumstances of Force Majeure defined under GCC Sub Clause 1.1 (k).
51. Progress Meeting	51.1 The Employer and the Service Provider shall arrange progress meetings at regular intervals to review the progress and performance of the works.

H. Quality Control		
52. Identifying Defects	52.1	The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the **PCC**. The Employer shall check the Service Provider's performance and notify him or her of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.
53. Correction of Defects, and Lack of Performance Penalty		53.1 If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in GCC Sub Clause 33.1.
I. Termination		
54. Termination for Default	54.1	The Employer or the Service Provider, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.
55. Termination for Insolvency	55.1	The Employer and the Service Provider may at any time terminate the Contract by giving notice to the other party if: (a) the Employer becomes bankrupt or otherwise insolvent; (b) the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or (c) 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.
56. Termination for Convenience	56.1	The Employer, by notice sent to the Service Provider, may in its sole discretion and for any reason whatsoever, 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 Employer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
57. Termination because of Force Majeure	57.1	The Employer and the Service Provider may at any time terminate the Contract by giving notice to the other party if, as the result of **Force Majeure**, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
J. Settlement of Disputes		

58. Amicable Settlement	58.1 The Employer and the Service Provider shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
59. Adjudication	59.1 The Adjudicator named in the **PCC** is jointly appointed by the parties. In case of any disagreement between the parties at a later stage, the Appointing Authority as specified in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of such request from either party.
	59.2 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within fourteen (14) days of the notification of disagreement of one party to the other.
	59.3 The Adjudicator shall give a decision in writing within twenty eight (28) days of receipt of a notification of a dispute.
	59.4 The Adjudicator shall be paid by the hour at the rate specified in the **PCC,** together with reimbursable expenses of the types specified in the **PCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty eight (28) days, the Adjudicator's decision will be final and binding.
	59.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, the Adjudicator shall be appointed by the Appointing Authority as specified in the **PCC** at the request of either party, within fourteen (14) days of receipt of such request.
60. Arbitration	60.1 If the Parties are unable to reach a settlement 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. Arbitration may be commenced prior to or after delivery of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the **Arbitration Act** (Act No 1 of 2001) of Bangladesh as at present in force at the location specified in the **PCC**.

Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	IFT IDENTIFICATION NO: 56.01.0000.037.07.033.24-744
1.1 (j)	The **Employer** is: Engr. Fakhar Uddin Al Helal Project Director Strengthening of BGD e-GOV CIRT Project BGD e-GOV CIRT Project, (12th Floor), ICT Tower, Plot # E-14/X, Agargaon, Dhaka-1207, Bangladesh
1.1 (n)	The **Service Provider** is [*name, address and name of authorized representative*] The **Intended Completion Date** is : 30 June 2025 The Contract may be extended by the Employer, if necessary.
GCC 2.1	The addresses for **Communications and Notices** are: **Employer** : Attention : Project Director, Strengthening of BGD e-GOV CIRT Project : Facsimile : 88-02-55006791 E-mail : helal.uddin@bcc.gov.bd **Service Provider** Attention : Facsimile : E-mail :
GCC 11.1	The date on which this Contract shall come into force is on the date the Contract is signed by both parties
GCC 12.1	The Starting Date for commencement of Services shall be within 10 (Ten) days after signing the Contract or becomes effective.
GCC 13.1	The Intended Completion Date of the Contract is 30 June 2025
GCC 25.2	The Service Provider is notified of such actions, claims, losses or damages not later than 3 (Three) months after conclusion or termination of the Services.
GCC 26.1(a)	The risks and the coverage shall be as follows:

	Type of insurance required for vehicle will be determined by the client and should be ensured by the service provider.
GCC 28.1(c)	The other actions that shall require Employer's approval are: None
GCC 31.2	The Liquidated Damages is 0.10 of 1 Percent of the Contract Price per day of delay of Completion of the Services. The maximum amount of the Liquidated Damages for the whole Contract is 10 (Ten) percent of the final Contract Price.
GCC 33.1	The percentage of the cost of having a Defect assessed to be used for the calculation of Lack of Performance Penalty (ies) is 20 (Twenty) Percent.
GCC 35.1(d)	Assistance and exemptions for carrying out the Services to be provided by the Employer are : None
GCC 39.1	The particulars of the Bank Account nominated are as follows : Title of the Account : [insert title to whom the Contract awarded] Name of the Bank : [insert name with code, if any] Name of the Branch : [insert branch name with code ,if any] Account Number : [insert number] Address : [insert location with district] Tel: Fax: e-mail address: [information furnished by the Service Provider shall be substantiated by the concerned Bank and authenticated by the Employer]
GCC 41.1	The Contract ceiling amount is: *[insert Contract amount in BDT]*
GCC 43.1	Progress payments shall be made in line with agreed-on outputs in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to qualitative assessment the performance indicators: • Monthly payment shall be made after the end of each calendar month during the period of the Services, the Service Provider shall submit to the Employer, in duplicate, itemized invoices accompanied by appropriate supporting documents.
GCC 44.1	Advance Payment: Not Applicable
GCC 45.1	The Service Provider shall be entitled to receive financing charges for delayed payment during the period of delay at the rate of one (1)

	percentage above the annual rate of interest for commercial borrowing established in the country.
GCC 52.1	The principle and modalities of inspection of the Services by the Employer are as follows: Verification of the service by employer's representative. The Defects Liability Period is 3 (Three) Months.
GCC 59.1	The Adjudicator jointly appointed by the parties is: Name: Prof. Md. Mostofa Akbar Address: Dept. of CSE, BUET, Dhaka 1000, Bangladesh e-mail address: Mostofa@cse.buet.ac.bd
	In case of disagreement between the parties at the subsequent stage, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh.
GCC 59.4	The Adjudicator will be paid at the rate of Tk 3,000 (Three Thousand) per hour of work. The following reimbursable expenses are admissible: Report preparation, communication, transports etc.
GCC 59.5	In case of disagreement between the parties, the appointing Authority for the Adjudicator is the president of the institute of Engineers, Bangladesh (IEB)
GCC 60.1	The place of Arbitration is: Dhaka, Bangladesh

Section 5: Tender and Contract Forms

Form	Title
	Tender Forms
PSN – 1	Tender Submission Letter
PSN – 2	Tenderer Information
PSN – 3	Personnel Information
PSN – 4	Bank Guarantee for Tender Security (*when this option is chosen*)
PSN - 5	Letter of Commitment (*when this option is chosen*)

Forms **PSN -1** to **PSN -5** comprises part of the Tender Format and should be completed as stated in ITT Clauses 20.

Form	Title
	Contract Forms
PSN – 6	Letter of Acceptance
PSN – 7	Contract Agreement (*includes Appendices*)
PSN – 8	Bank Guarantee for Performance Security (*when this option is chosen*)
PSN –9	Bank Guarantee for Advance Payment (*if applicable*)

Forms **PSN -6** to **PSN -9** comprise part of the Contract Format as stated in GCC Clause 5.

Tender Submission Letter (Form PSN-1)

[This letter should be completed and signed by the Authorised Signatory preferably on the Letter-Head Pad of the Tenderer]

To:
[Contact Person]
[Name of Procuring Entity]
[Address of Procuring Entity]

Date:

Invitation for Tender No: *[indicate IFT No]*

Tender Package No: *[indicate Package No]*

We, the undersigned, offer to execute in conformity with the Conditions of Contract and associated Contract documents, the following non-Consultant Services, viz:

In accordance with ITT Clauses 22 and 23, the following prices apply to our Tender:

The Tender Price is:	Tk *[in figures]*
(ITT Sub Clause 22.2)	Taka *[in words]*

[In case of manpower supply, this submission letter shall be submitted without tender price in the technical envelope and the same submission letter with tender price shall be submitted in the financial envelope.] ***Note:*** *Other than manpower supply, delete this box during preparation of tender document*

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 25.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) a Tender Security is attached in the form of a *[pay order/bank draft/bank guarantee]* in the amount stated in the Tender Data Sheet (ITT Sub Clause 26.1) and valid for a period of twenty eight (28) days beyond the Tender validity date;

(c) if our Tender is accepted, we commit to furnish a Performance Security within the time stated under ITT Sub Clause 52.2 in the amount stated in the Tender Data Sheet (ITT SubClauses51.1 and 51.2) and in the form specified (ITT Sub Clause 52.1)valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the non-Consultant Service;

(d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date];* including Addendum to Tender Document No [insert *numbers*] , issued in accordance with the Instructions to Tenderers (ITT Clause 9). *[insert the number and issuing date of each addendum; or delete the underlined sentence if no Addendum has been issued];*

(e) we declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents in accordance with ITT Sub Clause .5;

(f) we have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with ITT Sub Clause 5.7;

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

(h) 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, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information (**Form PSN-2**);

(i) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Letter of Acceptance constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;

(j) we confirm that we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not the subject of legal proceedings;

(k) we confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Sub Clause 5.5;

(l) we accept the appointment of [*insert the name proposed in the PCC]* as the Adjudicator with hourly fees and reimbursable as stated in GCC Sub Clause 59.1;

(m) we understand that you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderers, in accordance with ITT Clause 47.

Signature:	*[authorised representative of the Tenderer]*
Name:	*[insert full name of signatory with National ID Number]*
In the capacity of:	*[insert capacity of signatory]*

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

Attachment :
[ITT Sub Clause 30.2]
Written confirmation authorising the above signatory to commit the Tenderer

Tenderer Information (Form PSN-2)

[This Form should be completed only by the Tenderer, preferably on its Letter-Head Pad]

Invitation for Tender No: *[indicate IFT No]*

Tender Package No: *[indicate Package No]*

1.	**Eligibility Information of the Tenderer [ITT –Clauses 5 & 24]**				
1.1	Nationality of individual				
1.2	Tenderer's legal title				
1.3	Tenderer's registered address				
1.4	Tenderer's legal status *[complete the relevant box]*				
	Proprietorship				
	Partnership				
	Limited Liability Concern				
	Government-owned Enterprise				
	Others [please describe, if applicable]				
1.5	Tenderer's year of registration				
1.6	Tenderer's authorised representative details				
	Name				
	National ID number, if any				
	Address				
	Telephone / Fax numbers				
	e-mail address				
1.7	Tenderer to attach photocopies of the original documents mentioned aside				[All documents required under ITT Clauses 5 and 25]
1.8	Tenderer's Value Added Tax Registration (VAT) Number				
1.9	Tenderer's Tax Identification Number(TIN)				
2.	**Qualification Information of the Tenderer [ITT Clause 24]**				
2.1	General Experience in non-Consultant Services of Tenderer				
	Start Month Year	End Month Year	Years	Contract No and Name of Contract Name and Address of Procuring Entity Brief description of Services	Role of Tenderer [Prime/Sub/Management]
2.2	Specific Experience in non-Consultant Services of Tenderer Completed Contracts of similar nature, complexity and methods/technology				
	Contract No Name of Contract	[insert reference no] of [insert year] [insert name]			
	Role in Contract *[tick relevant box].*	Prime Contractor	Subcontractor	Management Contractor	
	Award date Completion date Total Contract Value	[insert date] [insert date] [insert amount]			

	Procuring Entity's Name Address Tel / Fax e-mail Brief justifications of the similarity	[state justification in support of its similarity compared to the proposed Services]

2.4	Annual Turn Over of the Tenderer [ITT Sub Clause12.1(a)] *[total certified payments received for contracts in progress or completed for each year]*	
	Year	Amount in BDT

2.5	Financial Resources available to meet the cash flow for performance of Services [ITT Sub Clause 12.1(b)]		
	No	Source of Financing	BDT Amount Available

In order to confirm the above statements the Tenderer shall submit , as applicable, the documents mentioned in ITT Sub Clause 24.1(a), (b), (c), & (d).
Contact Details [ITT Sub Clause 24.1 (j)
Name, address, and other contact details of Tenderer Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity

2.6	Qualifications and experience of Contract Supervisor proposed for Contract administration and management [ITT Sub Clause 24.1(g)]				
	Name	Position	Qualifications	Years of Experience	
				Total Works Experience	Similar Works Experience
[*Tenderer to complete details of as many personnel as are applicable.Each personnel listed above should complete the Personnel Information (Form PSN-3*)]					

2.7	Equipment proposed to carry out the Contract [ITT Sub Clause 24.1(h)]		
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lessor or seller)
[Tenderer to list details of each item of major equipment, as applicable]			

Personnel Information (Form PSN-3)

[This Form should be completed for each person proposed by the Tenderer in Form PSN-2]

Name of the Tenderer:	*[insert Title]*
Invitation for Tender No:	*[indicate IFT No]*
Tender Package No	*[indicate Package No]*

A.	**Proposed Position** (tick the relevant box)	
	☐ Contract Supervisor	☐ Key Personnel
B.	**Personal Data**	
Name:		
Date of Birth:		
Years works experience:		
National ID Number, if any:		
Years of Employment with the Tenderer:		
Professional Qualifications:		
C.	**Present Employment** *[to be completed only if not employed by the Tenderer]*	
Name of the Employer:		
Address of the Employer:		
Present Job Title:		
Years with the present Employer:		
Tel No:	Fax No:	e-mail address:
Contact *[manager/personnel officer]:*		

D. Professional Experience (Not Applicable)

Summarise professional experience over the last ten (**10**) years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project

	From	To	Company / Project / Position / Relevant Experience
1			
2			

_____

(Name and Signature of the Proposed Personnel)

Bank Guarantee for Tender Security (Form PSN-4)

[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Clause 26 & 27]

Invitation for Tender No: Date:

Tender Package No:

To:

Name and address of the Procuring Entity

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 performance of the Services of *[description of Services]* under the above Invitation for Tenders (hereinafter called "the IFT").
Furthermore, we understand that, according to your conditions, the Tender must be supported by a Bank Guarantee for Tender Security.
At the request of the Tenderer, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

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

This guarantee will expire

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

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

Name and Signature Name and Signature

Letter of Commitment for Bank's undertaking for Line of Credit (Form PSN-5)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause24.1 (f)]

Invitation for Tender No: Date:

Tender Package No:

Lot No (*when applicable*)
To:

[*Name and address of the Procuring Entity*]

CREDIT COMMITTMENT No: [insert number]

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the execution of the Works of *[description of works]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tenderer's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Tenderer, we *[name and address of the Bank]* do hereby agree and undertake that [*name and address of the Tenderer*] will be provided by us with a revolving line of credit, in case awarded the Contract, for execution of the Works viz.[*insert name of works*], for an amount not less than BDT[*in figure*] (*in words*) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "**Completion Certificate**" by the Procuring Entity.

In witness where of, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature Signature

Letter of Acceptance (Form PSN-6)

Contract No: Date:
To:
[Name of the Service Provider]

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

You are thus requested to take following actions:

i. accept in writing the Letter of Acceptance within seven (7) working days of its issuance pursuant to ITT Sub Clause 50.2.

ii. furnish a Performance Security in the form as specified and in the amount of Tk*[insert amount in figures and words],* within fourteen (14) days of acceptance of this Letter of Acceptance but not later than *(specify date),* in accordance with ITT Clause 52.2

iii. sign the Contract within twenty eight (28) days of issuance of this Letter of Acceptance but not later than *(specify date),* in accordance with ITT Sub Clause 49.1.

You may proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents only upon completion of the above tasks. You may also please note that this Letter of Acceptance shall constitute the formation of this Contract which shall become binding upon you.

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

Signed

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

Date:

Contract Agreement (Form PSN-7)

Lump-sum

THIS AGREEMENT made on this *[day]* day of *[month][year]* between *[name and address of Employer]* (hereinafter called "the Employer") of the one part and *[name and address of the Service Provider]* (hereinafter called "the Service Provider") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain Services named *[brief description of Service]* and has accepted the Tender submitted by the Tenderer for providing those Services in the sum of Taka *[Contract price in figures and in words]* (hereinafter called "the Contract price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
   (a) the signed Contract Agreement
   (b) the Letter of Acceptance
   (c) the Service Provider's completed Tender
   (d) the Particular Conditions of Contract
   (e) the General Conditions of Contract
   (f) the Performance Specifications and Drawing
   (g) the priced Activity Schedule
   (h) any other document listed in the PCC forming part of the Contract

3. In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to provide and complete the services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Service Provider in consideration of the performance and completion of the Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

	For the Employer	For the Service Provider
Signature		
Name		
National ID No.		
Title		
In the presence of		
Name		
Address		

Bank Guarantee for Performance Security (Form PSN-8)

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 52 & 53]

Contract No: [insert reference number] Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No:

We have been informed that *[insert name of the Service Provider]* (hereinafter called "the Service Provider") has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called "the Contract"), the performance of Service*[description of Services]* under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

At the request of the Service Provider, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk*[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Service Provider 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.

Name and Signature Name and Signature

Bank Guarantee for Advance Payment (Form PSN-9)
(Not Applicable)

[This is the format for the Advance Payment Guarantee to be issued by a scheduled bank of Bangladesh in accordance with GCC Clause 44]

Contract No: [insert reference number] Date: [insert date]

To:

[insert Name and address of the Procuring Entity]

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of the Service Provider]* (hereinafter called "the Service Provider") has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called "the Contract"), the performance of Service*[description of Services]* under the Contract.

Furthermore, we understand that, according to your Conditions of Contract under GCC Clause 44 the Advance Payment on Contract must be supported by a Bank Guarantee.

At the request of the Service Provider, we *[insert name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk*[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Service Provider 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 Employer and the Service Provider, 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 *[insert 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.

Name and Signature Name and Signature

Section 6. Activity Schedule*

(ITT Sub Clause 22.2)

Total No. of Vehicles required: One (1) Microbus
Total No. of Month required: Six (6) Months.

Item No	Description of Items of Service[1] (in sufficient details)	Unit[2]	Quantity[2]	Unit Rate in BDT[3] in fig. in words	Amount in BDT[4]
To be filled in by the Procuring Entity				*To be filled in by the Tenderer*	
1.	Transport Services: Hiring Charge of one(1) Microbus including Salary of a Driver, Parking fee for garaging, Fuel (CNG/Octane/Petrol/Diesel) & Startup Fuel and Maintenance Cost, etc	Months	6		
Total Costs:					
In Word:					

1. Items required for the entire Contract Period for providing the Services should be indicated by the Procuring Entity.
2. Units and quantities shall be provided by the Procuring Entity.
3. Unit rates or prices for each item shall be entered by the Tenderer which shall be inclusive of profit and overhead for all items of the Services described in the Activity Schedule. All kinds of applicable taxes, custom duties, fees, levies, VAT and other charges payable by the Service Provider under the Contract, or for any other cause shall also be included in the unit rates or prices and, the total Tender price submitted by the Tenderer in accordance with ITT Sub Clause 23.4.
4. No provision on account of physical contingency shall be kept when the scope of Service has been precisely defined.

Section 7.Performance Specifications and Drawings

A. Hiring of a Microbus with Driver for BGD e-GOV CIRT Project

Background	The project office of " Strengthening of BGD e-GOV CIRT" is located at 12th Floor of ICT Tower(E-14/X, Agargaon, Dhaka-1207).There is a provision in the Development Project Proposal (DPP) for hiring of a Vehicle for official use.
Purpose of the Service	The vehicle will be used for the project period mainly for Project Director's official use. The other officials and staffs may be use the vehicle for the same when it is not used by Project Director(PD).
Areas included in the scope of Services	As the Project Office is in Dhaka, the Service provider mainly needs to provide service inside Dhaka Metropolitan Area. However the service provider may need to provide service outside Dhaka occasionally (if necessary).
Detailed definition of Services	Strengthening of BGD e-GOV CIRT Project requires to hire a Microbus initially for 6 months. Microbus must be good in condition, have fully operational air-conditioning. Microbus must be prior inspected by the officials of Strengthening of BGD e-GOV CIRT Project, Bangladesh Computer Council (BCC). The Microbus has to be operated at all times in a safe and secured manner, according to government policies or guidelines.
Detailed Days and Times	Service shall be provided on all working days during regular office hours from 8:00 AM to 8:00PM including Friday, Saturday and Govt. Holidays but not less than 25 days in a month. Normally the vehicle should not run on Friday or Govt. Holidays. But if the total running days in a month are less than 25 days, the monthly bill claimed by the service provider will be reduced proportionally based on the monthly rate.
Technical Specification and Standards for Hiring of a Microbus with driver	
Type of Body	Microbus
Model Year	Not earlier than 2013
BRTA Registration	Not earlier than 2018
Engine Capacity	Minimum 2000 CC (Rounded)
Fuel	CNG/Petrol/Octane/Diesel
Seating Capacity	Minimum 7(seven) seats including Driver's Seat
Numbers of Doors	Minimum 4 (Four)
Air Conditioning	Built-in air conditioning system (Dual A/C) at import (not modified later)
Road Tax, Fitness Certificate and insurance	Service Provider will be responsible for updating Microbus registration, road tax, tax token, fitness certificate, insurance or any other legal documents as required by the Bangladesh Road Transport Authority (BRTA) or local representative of BRTA. However, the type of insurance required for vehicle will be determined by the client and should be ensured by the service provider. Registration and all other costs should be borne by the service provider.

	Microbus provided by the Service Provider to Strengthening of BGD e-GOV CIRT Project, BCC must carry the following documents: i) Registration Certificate of the Vehicle ii) Valid Fitness Certificate iii) Tax Token iv) Valid Insurance v) Valid Driver's License vi) Fire Extinguisher All legal compliances in accordance of Law of Bangladesh to operate vehicles on the road must be followed. All legal paper of the supplied cars or vehicles must be up-to-date as required by the local traffic rules and regulations, and a copy of these documents will be kept by the Strengthening of BGD e-GOV CIRT Project, BCC. The Service Provider will be responsible for paying all penalty or fines if imposed by any authority on any of the supplied cars, vehicle or on any driver of those vehicles for violation of any rules or regulation of Bangladesh.
Maintenance	The Service Provider will arrange regular servicing and maintenance of the microbus with prior consent by the Strengthening BGD e-GOV CIRT Project, BCC management for smooth operation. Any maintenance, repairing and cleaning work should be done during the weekends upon mutual agreement between both the parties. The Service Provider will also be responsible for temporary replacement of microbus if there is maintenance work (for monthly rent). The Service Provider will be responsible for replacement of all parts and equipment, including but not limited to tires, battery or any other parts of the car required maintaining suitable operation of the vehicle. In case of unsatisfactory service or unsatisfactory performance of supplied microbus, the Service Provider will be responsible for replacing the vehicle immediately.
Drivers	i.Drivers' Qualification: (a) Valid driving license as professional driver. (b) Working experience as professional driver: minimum 5 (Five) years ii. Assigned drivers shall be nominated in writing by the Service Provider and approved by Strengthening of BGD e-GOV CIRT Project, BCC, and the Service Provider will replace the driver at any time if not judged suitable by the Project Director or if police/Law Enforcement Agency certificate found adverse. iii. In case of out-station overnight stay, Service provider will pay to respective driver as outstation allowance as per agreed rate for their accommodation. iv. The Service Provider will be fully responsible for all drivers' contractual obligations, including salaries, benefits and bonuses and other facilities.

Others Terms and Condition

1. Vehicle body rent includes 2200 KM per month (about 84.6 KM per day) run in any suitable fuel. If the use of vehicle exceed the monthly ceiling run 2200 km, in that case excess run may adjust in another month with in the contract period.
2. Project Authority shall have the right to discontinue the driver if any complain raise against him for misbehave/unable to perform the duty without proper cause and in that case the service provider shall provide an alternate skilled driver.
3. The service provider will provide a suitable alternate vehicle in case of any trouble with the vehicle; failing to do so will cause deduction of an amount equivalent to 02(two) times of the rent applicable against any such number of days from the monthly bill. This deduction will also applicable for un-approved absence of Driver or delay present in work place.
4. Ferry, Bridge and Road toll-tax, outstation allowance etc. will be borne by Project Authority and has to claim the same amount from the respective budget allocation mentioned in the DPP by submitting the actual voucher.
5. Payment shall be made by Project Authority against the service received on monthly basis. VAT, Income Tax will be deducted from the monthly bill of the service provider as per government rule.
6. A day to day journey Log book shall be recorded and maintained by the Driver duly certified by the project personnel as and when he/she used the microbus.
7. All fines, penalties, court cases etc. under the applicable law for committing any offence by the Driver or the Owner of the Vehicle shall be borne and disposed of by the service Provider for which no additional payments shall be made by the Employer.
8. Driver fined, penalized whatsoever by the Traffic Police for more than three times during the entire period of providing service shall automatically be withdrawn by the Service Provider from driving the vehicle anymore under the contract.
9. The contract price shall be fixed during the period of Contract and no adjustment shall be admissible in case of any price hike.
10. Payments shall be made on monthly basis at the accepted rate under the contract.
11. The contract may be extended for further period subject to satisfactory performance of the services on mutually agreed terms and conditions.

Contact Person:

Strengthening BGD e-GOV CIRT Project, BCC will assign a contact person to coordinate services. Similarly, the vendor will have to assign a contact person to coordinate delivery and support as per agreement.

Termination:

Strengthening of BGD e-GOV CIRT Project, BCC reserves the right to terminate

the contract at any time for any reason whatsoever by giving the successful service provider 01(one) month notice in writing. If the successful service provider wishes to terminate the contract then they are to provide 01 (one) month notice in advance to Strengthening BGD e-GOV CIRT Project, BCC. The decision of Strengthening of BGD e-GOV CIRT Project, BCC is the final in case of any dispute that arises in connection with these termination arrangements.

For any Fraud case/Terrorism found or breach of contract, Strengthening of BGD e-GOV CIRT Project, BCC will terminate the contract/Agreement within 07 (seven) days' Notice to the service provider and Outstanding payment will be settle within next 15 (fifteen) working days' subject to the submit all the relevant documents.

Emergency Support:

Service Provider should mention the emergency support in their proposal like Weekend, Govt. Holiday, Public Holiday and out of office hours etc. and also mentioned the response time for emergency support.