



BANGLADESH RESEARCH AND EDUCATION NETWORK TRUST  
ROOM# 529, UGC BHABAN,  
PLOT E-18/A, AGARGAON ADMINISTRATIVE AREA, DHAKA-1207

## Invitation for Tenders

BANGLADESH RESEARCH AND EDUCATION NETWORK (BdREN) TRUST					
1	Ministry/Division	Not Applicable			
2	Agency	BdREN Trust			
3	Procuring Entity Name	BdREN Trust			
4	Procuring Entity Code	Not Applicable			
5	Procuring Entity District	Dhaka			
6	Invitation for	Purchase of Storage System and Renewal/Procurement of Firewall Licenses/ Devices			
7	Invitation Ref No	Tender # BdREN Trust/Procurement/2022/G-4			
8	Date	27 March 2022			
<b>KEY INFORMATION</b>					
9	Procurement Method	Open Tendering Method (OTM)			
<b>FUNDING INFORMATION</b>					
10	Budget and Source of Funds	BdREN Trust's Own Source			
11	Development Partners	Not applicable			
<b>PARTICULAR INFORMATION</b>					
12	Project / Program Code	Not applicable			
13	Project / Program Name	Not applicable			
14	Tender Package No.	BdREN Trust/Procurement/2022/G-4			
15	Tender Package Name	Purchase of Storage System and Renewal/Procurement of Firewall Licenses/Devices			
16	Tender Publication Date	28 March 2022			
17	Tender Last Selling Date	LOT A: 20 April 2022 LOT B: 5 April 2022			
18	Tender Closing Date and Time	LOT A: 21 April 2022 12:00 PM LOT B: 6 April 2022 12:00 PM			
19	Tender Opening Date and Time	LOT A: 21 April 2022 12:30 PM LOT B: 6 April 2022 12:30 PM			
20	Name & Address of the office(s)	BdREN Trust, R#529, UGC Bhaban, Agargaon Administrative Area, Dhaka-1207.			
21	Selling Tender Document	Room# 221, UGC Bhaban Plot-E-18/A, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka - 1207.			
22	Receiving Tender Documents	Room# 531, UGC Bhaban Plot-E-18/A, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka - 1207.			
23	Opening Tender Document	Room# 531, UGC Bhaban Plot-E-18/A, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka - 1207.			
24	Pre-Tender Meeting	Pre-Tender meeting [only for Lot A] 04 April 2022 at UGC Bhaban at 12:00pm. Purchase of Tender Document is mandatory for attending the meeting.			
<b>INFORMATION FOR TENDERER</b>					
25	Brief Eligibility of Tenderer	Please visit <a href="https://www.bdren.net.bd">https://www.bdren.net.bd</a>			
26	Brief Description of Goods and Related Services	LOT A: Purchase of NVMe SSD Storage system of 100TB Usable Capacity and upgradable to 500TB LOT B: Renewal of License for FortiNet Firewall or Supply of equivalent Firewall			
27	Lot No	Identification of Lot	Price of Tender Documents	Tender Security Amount (Tk)	Completion Time from the date of contract signing
	A	NVMe SSD Storage System	3,000/- (Three Thousand) only	7,00,000/- (Seven Lac) only	Three months
	B	FortiNet Firewall License or equivalent device	3,000/- (Three Thousand) only	4,00,000/- (Four Lac) only	One Month
<b>PROCURING ENTITY DETAILS</b>					
28	Name of Official Inviting Tender	Mohammad Tawrit			
29	Designation of Official Inviting Tender	Chief Executive Officer, BdREN			
30	Address of Official Inviting Tender	Room# 529, UGC Bhaban Plot-E-18/A, Agargaon Administrative Area, Sher-e-Bangla Nagar, Dhaka - 1207.			
31	Contact details of Official Inviting Tender	Phone: 096122BdREN		E-mail: info@bdren.net.bd	
32	The procuring entity reserves the right to reject all Tenders or annul the Tender proceedings.				

PV-1844 (10x4)

(Mohammad Tawrit)  
CEO, BdREN  
Phone: 096121110022, E-mail: ceo@bdren.net



**Bangladesh Research and Education Network  
(BdREN)**

**T E N D E R D O C U M E N T  
FOR THE PROCUREMENT OF GOODS AND SERVICES  
(NATIONAL)**

**Purchase of Storage System and  
Renewal/Procurement of Firewall Licenses/Devices**

**Invitation for Tender No: BdREN Trust/Procurement/2022/G-4**

**Issued on: 28 March, 2022**

**Tender Package No: BdREN Trust/Procurement/2022/G-4**

**Tender Lot No:**

**LOT A: NVMe SSD Storage System**

**LOT B: Fortinet Firewall License or equivalent device**

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# Section 1. Instructions to Tenderers

## A. General

- 1. Scope of Tender**
- 1.1 The Procuring Entity, as indicated in the Tender Data Sheet (**TDS**) issues this Tender Document for the supply of Goods and related services incidental thereto, as specified in the **TDS** and as detailed in Section 6: Schedule of Requirements. The name of the Tender and the number and identification of its constituent lot(s) are stated in the **TDS**.
- 1.2 The successful Tenderer shall be required to complete the delivery of the Goods and related services as specified in the General Conditions of Contract.
- 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; and
  - (c) “day” means calendar days unless otherwise specified as working days;
  - (d) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;
  - (e) “Tenderer” means a Person who submits a Tender;
  - (f) "Tender Document ", means the Document provided by the Procuring Entity to a Tenderer as a basis for preparation of its Tender;
  - (g) "Tender", depending on the context, means a Tender submitted by a Tenderer for delivery of Goods and Related Services to the Procuring Entity in response to an Invitation for Tender ;
- 3. Source of Funds**
- 3.1 The Procuring Entity has been allocated public funds from the source 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 funds allocated 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 organizations.
- 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 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, Coercive (or Obstructive in case of Development Partner) Practices**

- (a) The Government and the Development Partner, if applicable requires that the Procuring Entity as well as the Tenderers and Suppliers (including their manufacturers, sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
- (b) For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:
- (c) **“corrupt practice”** means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of the Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by the Procuring Entity in connection with a Procurement proceeding or Contract execution;
- (d) **“fraudulent practice”** means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
- (e) **“collusive practice”** means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition;
- (f) **“coercive practice”** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.
- (g) **“Obstructive practice”** (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- (h) Should any corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practice of any kind is determined by the Procuring Entity or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act and Rules and Guidelines of the Development Partners as stated in the ITT sub-clause 3.3. In case of obstructive practice, this will be dealt in accordance with Development Partners Guidelines.
- (i) If corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practices of any kind is determined by the Procuring Entity against any Tenderer or Supplier (including its manufacturers, sub-contractors, agents, personnel, consultants, and

service providers) in competing for, or in executing, a contract under public fund;:

- i. Procuring Entity and/or the Development Partner shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings;
- ii. Procuring Entity and/or the Development Partner shall reject any recommendation for award that had been proposed for that concerned Tenderer;
- iii. Procuring Entity and/or the Development Partner shall 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;
- iv. Development Partner shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Development Partner' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Development Partner-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Supplier, or service provider of an otherwise eligible firm being awarded a Development Partner-financed contract: and
- v. Development Partner shall cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that Development Partner financed contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Development Partner to remedy the situation

4.1 Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion (and obstruction, in case of Development Partner) of the Public Procurement Act, 2006, the Public Procurement Rules, 2008 and others as stated in GCC Clause 6.

4.2 In further pursuance of this policy, Tenderers, Suppliers and their manufacturers, sub-contractors, agents, personnel, consultants, service providers shall permit the Government and the Development Partner to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner during the procurement or the execution of that Development Partner financed contract.

## **5. Eligible Tenderers**

5.1 This Invitation for Tenders is open to eligible Tenderers from all countries, except for any specified in the **TDS**.

5.2 Tenderers shall have the legal capacity to enter into the Contract.

5.3 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.

- 5.4 Tenderers shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of the country of its origin.
- 5.5 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a consultant or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the specifications and other documents to be used for the procurement of the Goods to be supplied under this Invitation for Tenders.
- 5.6 Tenderers 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, coercive practices as stated under ITT Sub Clause 4.4 (or obstructive practice, in case of Development Partner) in relation to the Development Partner's Guidelines in projects financed by Development Partner.
- 5.7 Tenderers are not restrained or barred from participating in public Procurement on grounds of execution of defective supply in the past under any Contract.
- 5.8 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
- 5.9 Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Procuring Entity.
- 5.10 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.
- 5.11 These requirements for eligibility will extend, as applicable, to Sub-contractor proposed by the Tenderer.

## 6. Eligible Goods and Related Services

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

For purposes of this clause, “**origin**” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or through manufacturing, processing, or assembling, another commercially recognized new product results that differs substantially in its basic characteristics from its components.

- 6.3 The origin of Goods and related services is distinct from the nationality of the Tenderer.
7. **Site Visit**
- 7.1 The costs of visiting the Site shall be at the Tenderer's own expense.

## **B. Tender Document**

8. **Tender Document: General**
- 8.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any addendum issued under ITT Clause 11.
- Section 1 Instructions to Tenderers (ITT)
  - Section 2 Tender Data Sheet (TDS)
  - Section 3 General Conditions of Contract (GCC)
  - Section 4 Particular Conditions of Contract (PCC)
  - Section 5 Tender and Contract Forms
  - Section 6 Schedule of Requirements
  - Section 7 Technical Specifications
  - Section 8 Drawings
- 8.2 The Procuring Entity is not responsible for the completeness of the Tender Document and their addenda, if these were not purchased directly from the Procuring Entity, or through its agent as specified in the **TDS**
- 8.3 Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in addendum to Tender, if any.
9. **Clarification of Tender Documents**
- 9.1 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**
- 9.2 The Procuring Entity is not obliged to answer any clarification received after that date requested under ITT Sub Clause 9.1.
- 9.3 The Procuring Entity shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITT Sub-Clause 9.1
- 9.4 The Procuring Entity shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 9.5 Should the Procuring Entity deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 11.
10. **Pre-Tender Meeting**
- 10.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, if stated in the **TDS**, hold a pre-Tender Meeting at the place, date and time as specified in the **TDS**. All Potential Tenderers are encouraged to attend the meeting, if it is held.
- 10.2 Tenderers are requested to submit any questions in writing so as to reach the Procuring Entity not later than one day prior to the date of the meeting.
- 10.3 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within five (5) working days after holding the meeting to all those who purchased the Tender document and to even those who did not attend the meeting. Any revision to the Tender Document listed in ITT Sub Clause 8.1 that may become necessary as a

result of the pre-Tender meeting will be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT Sub Clause 11 and not through the minutes of the pre-Tender meeting.

## **11. Addendum to Tender Documents**

- 10.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.
- 11.1 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, having purchased the Tender Document or as a result of a pre-Tender meeting, may revise the Tender Document by issuing an Addendum.
- 11.2 The Addendum issued under ITT Sub Clause 11.1 shall become an integral part of the Tender Document and shall have a date and an issue number and shall 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.
- 11.3 The Procuring Entity shall also ensure posting of the relevant addenda with the reference number and date on their websites including notice boards. where the Procuring Entity had originally posted the IFTs
- 11.4 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Clause 37.2.
- 11.5 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 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. The minimum time for such extension shall not be less than three days.

## **C. Qualification Criteria**

### **12. General Criteria**

- 12.1 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.
- 12.2 In addition to meeting the eligibility criteria, as stated under ITT Clause 5, the Tenderer must satisfy the other criteria as stated under ITT Clause 13 to 15 inclusive.
- 12.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderer shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of general experience as stated under ITT Sub Clause 14.1(a) and specific experience, unless otherwise of different nature, as stated under ITT Sub Clause 14.1(b) shall not be separately applicable for each individual lot.

- 13. Litigation History** 13.1 Litigation history shall comply with the requirement as stated under ITT Sub Clause 15.1(b).
- 14. Experience Criteria** 14.1 Tenderers shall have the following minimum level of supply experience to qualify for supplying the Goods and related Services under the contract:
- (a) a minimum number of years of general experience in the supply of Goods and related services as specified in the **TDS**;
  - (b) specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least a number of contract(s) and, each with a minimum value, over the period, as specified in **TDS**; and
  - (c) a minimum supply and/or production capacity of Goods as specified in the **TDS**.
- 15. Financial Criteria** 15.1 Tenderers shall have the following minimum level of financial capacity to qualify for the supply of goods under the contract:
- (a) 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**
  - (b) satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Tenderers. All pending litigation shall be treated as resolved against the Tenderers.
- 16. Subcontractor(s)** 16.1 Tenderers may intend to subcontract an activity or portion of the Goods, in which case such elements and the proposed Subcontractor shall be clearly identified.
- 16.2 The Procuring Entity may require Tenderers to provide more information about their subcontracting arrangements. If any Subcontractor is found ineligible or unsuitable to carry out the subcontracted tasks, the Procuring Entity may request the Tenderers to propose an acceptable substitute.
- 16.3 A Subcontractor may participate in more than one Tender, but only in that capacity.

## **D. Tender Preparation**

- 17. Only One Tender** 17.1 If a Tender for Goods is invited for one or more items on an ‘item-by-item’ basis, in such case the offer for each item shall correspond to full quantity under that particular item and each such item shall constitute a Tender. A Tenderer who submits or participates in more than one (1) Tender for each item will cause all the Tenders with that Tenderer’s participation to be rejected.

- 17.2 If a Tender for Goods is invited for a single lot/package, the single lot/package shall constitute a Tender. Tenderers shall submit only one (1) Tender for the lot/package. Tenderer who submits more than one (1) Tender in the lot/package will cause all the Tenders of that particular Tenderer to be rejected.
- 17.3 If a Tender for Goods is invited for a number of lots on a "lot-by-lot" basis, each such lot shall constitute a Tender. Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits more than one (1) Tender in one (1) lot of the package will cause all the Tenders of that particular Tenderer to be rejected.
- 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.
- 19. Issuance and Sale of Tender Document**
- 19.1 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.
- 19.2 There shall not be any pre-conditions whatsoever, for sale of Tender Document and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
- 20. Language of Tender**
- 20.1 Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or *Bangla*. Supporting documents and printed literature furnished by the Tenderer that are part of the Tender may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or *Bangla* language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 20.2 Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 21. Contents of Tender**
- 21.1 The Tender prepared by the Tenderer shall comprise the following:
- (a) the Tender Submission Letter (**Form PG3-1**), as stated under with ITT Sub Clause 22.1;
  - (b) the Tenderer Information as stated under ITT Clauses 5, 26 and 27 (**Form PG3-2**);
  - (c) the priced Schedule for each lot (**Form PG3-4A and PG3-4B**) as stated under ITT Clauses 22, 24 and 25;
  - (d) the Tender Security as stated under ITT Clause 31, 32 and 33;
  - (e) the completed Specifications Submission and Compliance Sheet (**Form PG3-5**) as stated under ITT clause 27.2;
  - (f) the alternatives, if permissible, as stated under with ITT Clause 23;
  - (g) the written confirmation authorising the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 36.3;

- (h) the Valid Trade License;
- (i) documentary evidence of Tax Identification Number (TIN) and Value Added Tax (VAT) as a proof of taxation obligations as stated under ITT Sub Clause 5.4;
- (j) documentary evidence as stated under ITT Clause 26, 27 and 28; establishing the Tenderer's eligibility, eligibility and conformity of the Goods and related services and, the minimum qualifications of the Tenderers required to be met for due performance of the Goods and related services under the Contract;
- (k) documents establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 5.9 in case of government owned entity; and
- (l) any other document as specified in the **TDS**.

**22. Tender Submission Letter and Price Schedule**

- 22.1 Tenderers shall submit the Tender Submission Letter (**Form PG3-1**), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being incomplete.
- 22.2 Tenderers shall submit the priced Schedule using the form(s) furnished in **Section 5: Price Schedule**.
- 22.3 If in preparing its Tender, the Tenderer has made errors in the unit rate 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

**23. Alternatives**

- 23.1 Unless otherwise stated in the **TDS**, Technical alternatives shall not be considered.
- 23.2 Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements will be considered by the Procuring Entity.

**24. Tender Prices and Discounts**

- 24.1 The prices and discounts quoted by the Tenderer in the Tender Submission Letter (**Form PG3-1**) and in the Price Schedule (**Form PG3-4A and PG3-4B**) shall conform to the requirements specified below.
- 24.2 Tenderers shall fill in unit rates for the items of the Goods both in figures and in words as described in the Price Schedule.
- 24.3 Tenders are being invited either for one or more items on an 'item-by-item' basis or for a single lot or for a number of lots on 'lot-by-lot' basis, as specified in the **TDS**.
- 24.4 All items or lots in Section 6: **Schedule of Requirements** must be listed and priced separately on the Price Schedule following the **Form PG3-4A and PG3-4B**.

- 24.5 Tenders being invited either for one or more items on an “item-by-item” basis or for a single lot/package or for number of lots on “lot-by-lot” basis as stated under ITT Sub Clause 24.3, price quoted for an item shall correspond to full quantity under that particular item; otherwise the Tenders shall be considered non-responsive.
- 24.6 Tenders being invited for a single lot or for a number of lots on ‘lot-by-lot’ basis, price quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of that particular lot and shall correspond to 100% of the total offered lot value, unless otherwise stated in the **TDS**.
- 24.7 A Lot Tender not offering minimum number of items of those being priced based on percentage of the total number of items as specified in the ITT Sub-Clause 24.6 and the corresponding minimum value based on percentage of the total lot value as specified in the ITT Sub-Clause 24.6 shall also be considered non-responsive
- 24.8 Subject to ITT Sub-Clause 24.6, a Lot tender not offering a particular item which represents more than fifty percent (50%) of the estimated lot value identified by the Procuring Entity and specified in the **TDS**, even if it complies with the requirement of minimum number of items based on percentage of the total number of items as stated under ITT Sub Clause 24.6, shall be considered non-responsive.
- 24.9 The price to be quoted in Tender Submission Letter (**Form PG3-1**) shall be the total price of the Tender, excluding any discounts offered.
- 24.10 Tenderers shall quote any unconditional discounts and the methodology for application of that discount in the Tender Submission Letter as stated under ITT Sub Clause 24.12
- 24.11 Tenderers wishing to offer any unconditional discount for the award of more than one lot shall specify the discount applicable to each lot, or alternatively, to any combination of lots within the package in their Tender. Discounts will be submitted as stated under ITT Sub Clause 24.11, provided the Tenders for all lots are submitted and opened together.
- 24.12 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract, or for any other causes, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the unit rates and the total Tender price submitted by the Tenderers.
- 24.13 The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions.
- 25. Tender Currency** 25.1 Tenderers shall quote all prices in the Tender Submission Letter and in the Price schedule in Bangladesh Taka (BDT) currency.
- 26. Documents  
Establishing the  
Eligibility of the  
Tenderer** 26.1 Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall:
- (a) complete the eligibility declarations in the Tender Submission Letter (**Form PG3-1**);

- (b) complete the Tenderer Information (**Form PG3-2**);
  - (c) complete Subcontractor Information (**Form PG3-3**), if it intends to engage any Subcontractor(s).
- 27. Documents Establishing the Eligibility and Conformity of the Goods and Related services**
- 27.1 Tenderers shall complete the country of origin declarations in the Price Schedule Forms and, submit documentary evidence to establish the origin of all Goods and related services to be supplied under the Contract as stated under ITT Clause 6.
- 27.2 To establish the conformity of the Goods and related services to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods and related services conform to the technical specifications and standards in **Section 7, Technical Specifications**.
- 27.3 Documentary evidence of conformity of the Goods and related services to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Goods;
  - (b) an “item-by-item” commentary on the Procuring Entity’s Technical Specifications demonstrating substantial responsiveness of the Goods and related services to those specifications.
- 28. Documents Establishing the Tenderer’s Qualifications**
- 28.1 Tenderers shall complete and submit the Tenderer Information (**Form PG3-2**) and shall include documentary evidence, as applicable to satisfy the following:
- (a) general experience in the supply of Goods and related services as stated under ITT Sub Clause 14.1(a), substantiated by the year of Tenderer’s registration/constitution/licensing in its country of origin;
  - (b) specific experience of satisfactory completion of supply of Goods and related services under public or private sector of similar nature and size as stated under ITT Sub Clause 14.1(b), substantiated by Completion Certificate (s) issued ,or duly certified, by the relevant Procuring Entity(s);
  - (c) a minimum supply and/or production capacity of Goods and related services as stated under ITT Sub Clause 14.1(c), substantiated by the relevant documents or updated brochures of the supplier and/or manufacturer;
  - (d) adequacy of minimum liquid assets i.e working capital substantiated by Audit Reports or bank statement or credit line(s) substantiated by any scheduled Bank of Bangladesh in the format as specified (**Form PG3-8**), without alteration as stated under ITT Sub Clause 15.1(a);
  - (e) information regarding claims under litigation, current or during the last years as specified in the **TDS**, in which the Tenderer is involved, the parties concerned, and value of claim as stated under ITT Sub Clause 15.1(b), substantiated by statement in its letter-head pad;
  - (f) if required in the **TDS**, a Tenderer that does not manufacture or produce the Goods shall submit the **Manufacturer’s Authorization Letter (Form PG3-6)**;

- (g) authority to seek references from the Tenderer's Bankers or any other sources in its letter-head pad; and
  - (h) reports on the financial standing of the Tenderers, such as profit and loss statements and audited balance sheet for the past years as specified in the **TDS**, substantiated by Audit Reports.
- 29. Validity Period of Tender**
- 29.1 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 will be considered non-responsive.
- 30. Extension of Tender Validity and Tender Security**
- 30.1 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 47.2.
- 30.2 The request for extension of Tender Validity period shall state the new date of the validity of the Tender.
- 30.3 The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 31 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.
- 31. Tender Security**
- 31.1 Tenderers 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**.
- 31.2 One Tender Security, in a separate envelope, at the percentage as specified in **TDS**, of the total value of the items quoted by the Tenderer, shall be submitted, if so indicated that the Tenders for one or more items are invited on an "item-by-item" basis.
- 31.3 In case of substitution of the Tender as stated under ITT Clause 42 a new Tender Security shall be required in the substituted Tender.
- 32. Form of Tender security**
- 32.1 The Tender Security shall:
- (a) at the Tenderer's option, be either;
    - i. in the form of a Bank Draft or Pay Order, or
    - ii. in the form of an irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh, in the format (**Form PG3-7**), without any alteration, furnished in Section 5: Tender and Contract Forms;
  - (b) be payable promptly upon written demand by the Procuring Entity in the case of the conditions, as stated under ITT Clause 35.1 being invoked; and

- (c) remain valid for at least twenty-eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances as stated under ITT Clause 35.1.
- 33. Authenticity of Tender Security**
- 33.1 The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion in writing from the Bank issuing the security.
- 33.2 If a Tender Security is found to be not authentic, the Procuring Entity may proceed to take measures against that Tenderer as stated under ITT Sub Clause 4.4.
- 33.3 A Tender not accompanied by a valid Tender Security will be considered non-responsive.
- 34. Return of Tender Security**
- 34.1 No Tender Security shall be returned to the Tenderers before contract signing.
- 34.2 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 Clause 29.1
- 34.3 The Tender Security of the successful Tenderer will be discharged upon the Tenderer's furnishing of the performance security and signing of the Agreement.
- 35. Forfeiture of Tender Security**
- 35.1 The Tender Security may be forfeited, if a Tenderer:
- (a) withdraws its Tender after opening of Tenders but within the validity of the Tender, as stated under ITT Sub Clause 29 and 30; or
- (b) refuses to accept a Notification of Award, as stated under ITT Sub Clause 61.3; or
- (c) fails to furnish performance security, as stated under ITT Sub Clause 62.1; or
- (d) refuses to sign the Contract, as stated under ITT Sub Clause 67.2; or
- (e) does not accept the correction of the Tender price following the correction of arithmetic errors, as stated under ITT Sub Clause 51.
- 36. Format and Signing of Tender**
- 36.1 Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 21 and clearly mark it "ORIGINAL". In addition, the Tenderer shall prepare the number of copies of the Tender, as specified in the TDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 36.2 Alternatives, if permitted under ITT Clause 23, shall be clearly marked "Alternative".
- 36.3 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 PG3-1**). 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.

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

## E. Tender Submission

### 37. Sealing, Marking and Submission of Tender

37.1 Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender, including the alternative , if permitted under ITT Clause 23 in another envelope, duly marking the envelopes as “ORIGINAL (O)” “ALTERNATIVE (A)” (if permitted) and “COPY.” These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope.

37.2 The inner and outer envelopes shall:

- be addressed to the Procuring Entity as stated under ITT Sub Clause 38.1;
- bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1;
- bear the name and address of the Tenderer;
- bear a statement “DO NOT OPEN BEFORE...” the time and date for Tender opening, as stated under ITT Sub Clause 44.1
- bear any additional identification marks as specified in the **TDS**

37.3 Tenderers are solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.

37.4 Tenders shall be delivered by hand or by mail, including courier services to location as designated in the ITT Sub Clause 38.1.

37.5 The Procuring Entity will, on request, provide the Tenderer with a receipt showing the date and time when it’s Tender was received.

### 38. Deadline for Submission of Tenders

38.1 Tenders shall be delivered to the Procuring Entity at the address specified in the **TDS** and not later than the date and time specified in the **TDS**.

38.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 37.1, 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.

38.3 If submission of Tenders is allowed in more than one location, the date and time, for submission of Tenders for both the primary and the secondary place(s), shall be the “**same and not different**” as specified in the **TDS**.

- 38.4 The Procuring Entity shall ensure that the Tenders received at the secondary place(s) are hand-delivered at the primary place as stated under ITT Sub Clause 38.1, within THREE (3) HOURS after the deadline for submission of Tenders at the secondary place (s), in case of MULTIPLE DROPPING as stated under ITT Sub Clause 38.3, as specified in the TDS.
- 39. Late Tender** 39.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 38.1, shall be declared LATE and returned unopened to the Tenderer.
- 40. Modification, Substitution or Withdrawal of Tenders** 40.1 Tenderers may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorised signatory properly sealed, and shall include a copy of the authorisation; provided that such written notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders as stated under ITT Sub Clause 38.1.
- 41. Tender Modification** 41.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as “**MODIFICATION**”.
- 42. Tender Substitution** 42.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as “**SUBSTITUTION**”.
- 43. Withdrawal of Tender** 43.1 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as “**WITHDRAWAL**”.

## **F. Tender Opening and Evaluation**

- 44. Tender Opening** 44.1 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 unless otherwise stated under ITT Sub Clause 44.2.
- 44.2 If submission of Tenders is allowed in more than one location as stated under ITT Sub Clause 38.3 and 38.4, Tenders shall be opened, immediately after receipt of Tenders from all the secondary place(s), at the primary place.
- 44.3 Persons not associated with the Tender may not be allowed to attend the public opening of Tenders.
- 44.4 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.
- 44.5 The authenticity of withdrawal or substitution 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 under ITT Sub Clause 40.1.

- 44.6 Ensuring that only the correct (M), (S), (A), (O) envelopes are opened, details of each Tender will be dealt with as follows:
- (a) the Chairperson of the TOC will read aloud each Tender and record in the Tender Opening Sheet (TOS);
    - (i) the name and address of the Tenderer;
    - (ii) state if it is a withdrawn, modified, substituted, or original Tender;
    - (iii) the Tender price;
    - (iv) any discounts;
    - (v) any alternatives;
    - (vi) the presence or absence of any requisite Tender Security; and
    - (vii) such other details as the Procuring Entity, at its discretion, may consider appropriate;
  - (b) only discounts and alternative read aloud at the Tender opening will be considered in evaluation;
  - (c) all pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the TOC.
- 44.7 Upon completion of Tender opening, all members of the TOC and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation, the TOS, 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
- 44.8 The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record under ITT Sub-Clause 44.7.
- 44.9 No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 39.

**45. Evaluation of Tenders**

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

**46. Evaluation process**

- 46.1 TEC may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after tender opening following four steps:
- (a) Preliminary Examination;
  - (b) Technical Examinations and Responsiveness;
  - (c) Financial evaluation and price comparison;
  - (d) Post-qualification of the lowest evaluated responsive Tenders.

**47. Preliminary Examination**

- 47.1 TEC shall examine the Tenders to confirm that all documentation as stated under ITT Clause 21 has been provided, to determine the completeness of each document submitted
- 47.2 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 offer shall be rejected;
  - (a) Tender Submission Letter;
  - (b) Priced Schedule;
  - (c) Written confirmation authorizing the signatory of the Tender to commit the Tenderer; and
  - (d) Valid Tender Security.

**48. Technical Examinations and Responsiveness**

- 48.1 TEC’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 48.2 A responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - (a) affects in any substantial way the scope, quality, or performance of the Goods and related services specified in the Contract; or
  - (b) limits in any substantial way, or is inconsistent with the Tender Documents, the Procuring Entity’s rights or the Tenderer’s obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other Tenderers presenting responsive tenders.

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

“**Deviation**” is a departure from the requirements specified in the Tender Document;

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

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

- 48.3 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.
- 48.4 There shall be no requirement as to the minimum number of responsive tenders.
- 48.5 There shall be no automatic exclusion of Tenders which are above or below the official estimate.
- 48.6 TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below:
  - (a) verification of the completeness of the country of origin declaration in the Price Schedule for Goods and related services

**(Form PG3-4A and 4B)** to determine the eligibility of the Goods and related services.

- (b) verification and examination of the documentary evidence and completed Specification Submission Sheet **(Form PG3-5)** to determine the conformity of the Goods and related services .
- (c) verification and examination of the documentary evidence that the Tenderer's qualifications conform to the Tender Document and the Tenderer meets each of the qualification criterion specified in Sub Section C, Qualification Criteria.

48.7 Provided that a Tender is responsive, TEC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the rates of the Tender reflected in the completed Price Schedule or any mandatory criteria. Failure of the Tenderer to comply with the request may result in the consideration of its Tender as non-responsive.

48.8 The TEC may regard a Tender as responsive even if it contains;

- (a) minor or insignificant deviations which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the Tender Document; or
- (b) errors or oversights, that if corrected, would not alter the key aspects of the Tender.

**49. Clarification on Tender**

49.1 TEC may ask Tenderers for clarification of their Tenders, in order to facilitate the examination and evaluation of Tenders. The request for clarification by the TEC and the response from the Tenderer shall be in writing, and Tender clarifications which may lead to a change in the substance of the Tender or in any of the key elements of the Tender as stated under ITT Sub Clause 49.2, will neither be sought nor be permitted.

49.2 Change in the Tender price shall not be sought or permitted, except to confirm correction of arithmetical errors discovered by the Procuring Entity in the evaluation of the Tender, as sated under ITT Clause 51.

49.3 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.

49.4 If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.

**50. Restrictions on the Disclosure of Information**

50.1 Following the opening of Tenders until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned Procuring Entity.

- 50.2 Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.
- 50.3 Any effort by a Tenderer to influence a Procuring Entity in its decision concerning the evaluation of Tenders, Contract awards may result in the rejection of its Tender as well as further action in accordance with Section 64 (5) of the Public Procurement Act 2006.
- 50.4 All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being non-responsive.

## **51. Correction of Arithmetical Errors**

- 51.1 Provided that the Tender is responsive, TEC shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the TEC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected;
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 51.2 TEC shall correct the arithmetic errors and shall promptly notify the concerned Tenderer(s), if the Tenderer does not accept the correction of arithmetic errors, its Tender shall be rejected.

## **52. Financial Evaluation**

- 52.1 TEC will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.
- 52.2 To evaluate a Tender, TEC will consider the following:
- (a) Tender price for Item(s) or Lot
  - (b) adjustment for correction of arithmetical errors as stated under ITT Sub Clause 51.2;
  - (c) adjustment for application of the methodology for determining the equivalent lot value, as stated under ITT Sub Clause 23.8, if any;
  - (d) adjustment for application of the economic factors, as stated under ITT Sub Clause 52.6, if any;
  - (e) adjustment in order to take into consideration the unconditional discounts and methodology for application of the discount offered for being awarded more than one lot, as stated under ITT Sub Clauses 24.11 and 24.12, if any.
- 52.3 Variations, deviations, alternatives 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

- 52.4 If so indicated in the ITT Sub Clause 24.3 the TEC may award one or multiple lots to one Tenderer following the methodology specified in ITT Sub Clause 52.5
- 52.5 To determine the lowest-evaluated lot or combination of lots, the TEC will take into account:
- (a) the lowest-evaluated Tender for each item(s) or lot, as applicable .
  - (b) the resources sufficient to meet the qualifying criteria for the individual lot or aggregate of the qualifying criteria for the multiple lots; and
  - (c) the price reduction on account of discount per lot or combination of lots and the methodology for application of the discount as offered by the Tenderer in its Tender.
- 52.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender price quoted as stated under ITT Clause 24. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders. The factors, methodologies and criteria to be used shall be as specified in **TDS**. The applicable economic factors, for the purposes of evaluation of Tenders shall be:
- (a) adjustment for deviations in the Delivery and Completion Schedule;
  - (b) cost of major replacement components, mandatory spare parts and service.
- 52.7 If the winning lot is missing some item(s), as stated under ITT Sub Clause 23.8, comprising twenty (20) percent or less number of items in the lot, the Procuring Entity may procure those missing item(s) from the other responsive Tenderer(s) quoting the lowest price for the missing item(s).
- 52.8 TEC may recommend to increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 62.1 but not exceeding twenty-five (25) percent of the Contract Price, if in the opinion of the TEC, it is found that the Tender is significantly below the updated official estimated cost.
- 53. Assessing the Price of unpriced Items**
- 53.1 If it is so permitted under ITT Clause 24, any Tenderer offered only eighty percent (80%) the items of a lot as stated under ITT Sub-Clause 24.7, the TEC shall calculate the total lot value by adding up the average prices offered by other responsive Tenderers for the missing items to establish the winning lot Tender.
- 53.2 If the winning lot is missing some items as stated under ITT Sub Clause 53.1, comprising less than twenty percent (20%), the Procuring Entity may procure the missing items from the Tenderer offering the least cost for those remaining items.

- 54. Price Comparison**
- 54.1 TEC shall compare all responsive Tenders to determine the lowest-evaluated Tender, as stated under ITT Clause 52.
- 54.2 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 delivery period, quality of Goods delivered, complaints history and performance indicators could be taken into consideration.
- 54.3 In the event that there is a tie for the lowest price and none of the Tenderers has the record of past performance with the Procuring Entity, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process described in ITT Clause 55, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.
- 54.4 The successful Tenderer as stated under ITT Sub Clauses 53.1, 53.2 and 53.3 shall not be selected through lottery under any circumstances.
- 55. Negotiation**
- 55.1 No negotiations shall be held during the Tender evaluation or award, with the lowest or any other Tenderer.
- 56. Post-qualification**
- 56.1 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 as stated under ITT Clause 26 and 28, clarifications as stated under ITT Clause 49 and the qualification criteria as stated under ITT Clause 12,13,14 and 15. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
- 56.2 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in rejection of the Tenderer's tender, in which event the TEC shall proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the Contract satisfactorily, if awarded.
- 56.3 TEC may verify information contained in the Tender by visiting the premises of the Tenderer as a part of the post qualification process, if practical and appropriate.
- 57. Procuring Entity's Right to Accept any or to Reject Any or All Tenders**
- 57.1 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.
- 58. Rejection of All Tenders**
- 58.1 The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 57.2, reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.

- 58.2 All Tenders can be rejected, if -
- (a) the price of the lowest evaluated Tender exceeds the official estimated cost, provided the estimate is realistic; or
  - (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or
  - (c) the Tenderers are unable to propose completion of the delivery within the stipulated time in its offer, though the stipulated time is reasonable and realistic; or
  - (d) all Tenders are non-responsive; or
  - (e) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 127 of the Public Procurement Rules, 2008.
- 58.3 Notwithstanding anything contained in ITT Sub Clause 57.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
- 59. Informing Reasons for Rejection**
- 59.1 Notice of the rejection will be given promptly within seven (7) working 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**

- 60. Award Criteria**
- 60.1 The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified as stated under ITT Clause 55.
- 60.2 Tenderers will not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender documents, to change its price, or otherwise to modify its Tender.
- 61. Procuring Entity's Right to Vary Quantities**
- 61.1 The Procuring Entity, within the amount approved, reserves the right at the time of Contract Award to increase or decrease the quantity per item of Goods and related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentage specified in the **TDS**, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.
- 62. Notification of Award**
- 62.1 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 Notification of Award (NOA) to the successful Tenderer(s).
- 62.2 The NOA, attaching the contract as per the sample (**Form PG3-9**) 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 amount of the Performance Security and its format;

- (d) the date and time within which the Performance Security shall be furnished; and
  - (e) the date and time within which the contract shall be signed.
- 62.3 The NOA shall be accepted in writing by the successful Tenderer within seven (7) working days from the date of its issuance.
- 62.4 In the event, the Tenders were invited for one (1) or more items on an “item-by-item” basis, contract(s) will comprise the corresponding item(s) awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s), covering the corresponding item(s).
- 62.5 In the event, the Tenders were invited for a single lot , contract will comprise the corresponding items in the lot awarded to the successful Tenderer and, Contract will be signed with the successful Tenderer of the lot, covering the item(s).
- 62.6 In the event, the Tenders were invited for a number of lots on a “lot-by-lot” basis, contracts will comprise the corresponding items in a lot awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s) per lot, covering the corresponding item(s).
- 62.7 Until a formal contract is signed, the NOA shall constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.
- 63. Performance Security**
- 63.1 Performance Security shall be provided by the successful Tenderer in BDT currency, of the amount as specified in the **TDS**.
- 63.2 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for Supplier’s failure to complete its obligations under the Contract.
- 63.3 In the event a Government owned enterprise as stated under ITT Sub Clause 5.10 is the successful Tenderer, there shall be Security Deposit as specified in the **TDS**, in lieu of the Performance Security, as stated under ITT Sub Clause 62.1.
- 64. Form and Time Limit for Furnishing of Performance Security**
- 64.1 The Performance Security shall be in the form of a Bank Draft, Pay Order or an irrevocable unconditional Bank Guarantee in the format **(Form PG3-11)**, without any alteration, issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity.
- 64.2 Within fourteen (14) days from the date of receipt of the NOA 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 specified under ITT Sub Clause 62.1.
- 65. Validity of Performance Security**
- 65.1 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Supplier’s performance obligations under the Contract, including

any warranty obligations.

- |   |      |  |
|---|------|--|
| <b>66. Authenticity of Performance Security</b>             | 66.1 | 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.  |
| <b>67. Contract Signing</b>                                 | 67.1 | At the same time as the Procuring Entity issues the NOA, the Procuring Entity shall send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer(s).  |
|   | 67.2 | Within twenty-eight (28) days of the issuance of NOA, the successful Tenderer(s) and the Procuring Entity shall sign the contract.   |
|   | 67.3 | Failure of the successful Tenderer(s) to furnish the Performance Security, as stated under ITT Sub Clause 62.1, or sign the Contract, as stated under ITT Sub Clause 66.2, 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(s), who is determined by the TEC to be qualified to perform the Contract satisfactorily. |
| <b>68. Publication of Notification of Award of Contract</b> | 68.1 | The NOA for Contract of Taka one crore and above shall be notified by the Procuring Entity to the Central Procurement Technical Unit within 7(seven) days of its issuance for publication in their website, and that notice shall be kept posted for not less than a month.  |
|   | 68.2 | The NOA for Contract below Taka one crore, shall be published by the Procuring Entity on its Notice Board and where applicable on the website of the Procuring Entity and that notice shall be kept posted for not less than a month.  |
| <b>69. Debriefing of Tenderers</b>                          | 69.1 | 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.   |
|   | 69.2 | In the case of debriefing confidentiality of the evaluation process shall be maintained.   |
| <b>70. Adjudicator</b>                                      | 70.1 | The Procuring Entity proposes the person named in the TDS to be appointed as Adjudicator under the Contract, at an hourly fee and for those reimbursable expenses as specified in the TDS.   |
| <b>71. Right to Complain</b>                                | 71.1 | 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

<b>ITT Clause</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Tenderers</b>
<b>A. General</b>	
<b>ITT 1.1</b>	<p>The Procuring Entity is <i>BdREN TRUST</i></p> <p>The Name of the Tender is: Upgradation of BdREN Data Center Storage System</p> <p>Tender Ref: <b>BdREN Trust/Procurement/2021/G-4</b></p> <p>Lot No(s):</p> <p style="padding-left: 40px;"><b>LOT A:</b> Package- Storage/Upgrade - 1: Purchase of NVMe SSD Storage System of 100TB usable capacity and Upgradable to 500TB</p> <p style="padding-left: 40px;"><b>LOT B:</b> Package- Fortinet Firewall License: Renewal of License for FortiNet Firewall or Supply of equivalent Firewall</p>
<b>ITT 3.1</b>	The source of public fund is: It's not a public fund. Fund will be allocated from <i>Bangladesh Research and Education Network (BdREN) Trust Fund</i>
<b>ITT 3.3</b>	The name of the Development Partner is: <i>Not Applicable</i>
<b>ITT 5.1</b>	Tenderers from the following countries are not eligible: <i>Not Applicable</i>
<b>ITT 6.1</b>	Goods and related Services from the following counties are not eligible: <i>Not Applicable</i>
<b>B. Tender Document</b>	
<b>ITT 8.2</b>	<p>The following are authorised agents/offices of the Procuring Entity for the purpose of issuing the Tender Document:</p> <p><u>Agent's/office Name: Chief Executive Officer (CEO), BdREN</u></p> <p>Address: Room# 529, UGC Bhaban, E-18/A, Agargaon Administrative Area, Sher-E-Bangla Nagar, Dhaka-1207</p> <p>Telephone No: 09612-110022</p> <p>Fax No:</p> <p>e-mail address: ceo@bdren.net.bd</p>

<b>ITT 9.1</b>	For <b><u>clarification of Tender Document purposes</u></b> only, the Procuring Entity's address is: Attention: Chief Administrative and Finance Officer Address: Room# 529, UGC Bhaban, E-18/A, Agargaon Administrative Area, Sher-E-Bangla Nagar, Dhaka-1207 Telephone: 09612110024 Fax No.: e-mail address: cafo@bdren.net.bd
<b>ITT 10.1</b>	Not Applicable
<b>C. Qualification Criteria</b>	
<b>ITT 14.1(a)</b>	<b>LOT A:</b> The general experience of the Tenderer in the supply of Goods and related services as Supplier shall be at least <i>10 (Ten)</i> years. <b>LOT B:</b> The general experience of the Tenderer in the supply of Goods and related services as Supplier shall be at least <i>8 (Eight)</i> years.
<b>ITT 14.1(b)</b>	The minimum specific experience as Supplier in supply of similar Goods/Services:  <b>LOT A:</b> <ul style="list-style-type: none"> <li>• At least 3 (Three) contracts awarded within the last 5 (Five) years (Till the date of bid submission) having an Aggregated contract value of at least Tk. 5 (Five) Crore against Supply and installation of servers and storage system in Govt/Govt Autonomous/Scheduled Bank/MFSP/ Telecom Organization in Bangladesh. NOA/PO/WO is required as a proof of awardness of the mentioned contracts.</li> </ul> <b>LOT B:</b> <ul style="list-style-type: none"> <li>• At least 3 (Three) contracts successfully completed within the last 5 (Five) years (Till the date of bid submission) having an Agregated contract price of at least Tk. 50 (Fifty) Lakh against Supply and installation of similar goods and services in Bangladesh. End user certificate is required as a proof of completion of the mentioned contracts.</li> </ul>
<b>ITT 14.1(c)</b>	The minimum supply and/or production capacity of Goods is/ are: <i>None</i>
<b>ITT 15.1(a)</b>	The minimum amount of liquid assets i.e. working capital or credit line(s) of the Tenderer shall be  LOT A: Package- Storage/Upgrade - 1: Tk 2,00,00,000.00 (Two Crore) Only

	LOT B: Package- Fortinet Firewall License: TK 2,00,00,000.00 (Two Crore) Only
<b>D. Preparation of Tender</b>	
<b>ITT 21.1(l)</b>	The Tenderer shall submit with its Tender the following additional documents: <i>Authorization of providing the service from Original Equipment Manufacturer (OEM)</i> <i>Lot A:</i> <i>Curriculum Vitae of at least 2(Two) Engineers having 5(Five) years of hands-on experience with Server and Storage Systems with Virtualization Software</i>
<b>ITT 23.1</b>	Alternatives will not be permitted.
<b>ITT 24.3</b>	Tenders are being invited for the lot basis with separate bid documents need to be purchased, prepared and submitted.
<b>ITT 24.6</b>	Price quoted for each lot shall correspond to <i>100%</i> of the items specified for each lot and correspond to <i>100%</i> of the total lot value.
<b>ITT 24.8</b>	The price for the following particular item must be quoted by the Tenderers: None
<b>ITT 28.1(e)</b>	The required information regarding claims under litigation shall be current or during the last 3 ( <i>three</i> ) years.
<b>ITT 28.1(f)</b>	Manufacturer's (OEM's) Authorisation is required for all the items listed in Section 6: Schedule of Requirements
<b>ITT 28.1(h)</b>	The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the past 3 years.
<b>ITT 29.1</b>	The Tender Validity period shall be <i>120</i> (One Hundred and Twenty) days.
<b>ITT 31.1</b>	The amount of the Tender Security shall be LOT A: Package-Storage/Upgrade - 1: Tk. 7,00,000.00 (Seven Lakh) Only LOT B: Package- Fortinet Firewall License: Tk. 4,00,000.00 (Four Lakh) Only in favour of <i>BdREN Trust</i>

ITT 31.2	
ITT 36.1	In addition to the original of the Tender, 1 copy shall be submitted.
<b>E. Submission of Tender</b>	
ITT 37.2	The inner and outer envelopes shall bear the following additional identification marks: <i>Lot Number and Description</i>
ITT 38.1	<p>For <b><u>Tender submission purposes</u></b>, the Procuring Entity's address is:  Attention: Mohammad Tawrit, CEO, BdREN  Address: <i>Room# 529, 4<sup>th</sup> Floor, UGC Building, Agargaon Administrative Area, Dhaka-1207.</i></p> <p>The deadline for submission of Tender is :  Lot A: Time &amp; Date: 12:00pm, 21 April 2022.  Lot B: Time &amp; Date: 12:00pm, 06 April 2022.</p>
ITT 38.3	<p>For <b><u>Tender submission purposes</u></b> only, the Procuring Entity's address is:  <i>in case of multiple dropping state below the addresses of the <b>PRIMARY PLACE</b> and <b>SECONDARY PLACES</b> with Time and Date]</i></p> <p>The deadline for the submission of Tenders is:  Time &amp; Date:  Lot A: Time &amp; Date: 12:00pm, 21 April 2022.  Lot B: Time &amp; Date: 12:00pm, 06 April 2022.</p> <p>Attention: Not Applicable  Address (<b>PRIMARY PLACE</b>):  <u>Chief Executive Officer (CEO), BdREN</u>  Address: Room# 529, UGC Bhaban, E-18/A, Agargaon Administrative Area, Sher-E-Bangla Nagar, Dhaka-1207  Telephone No: 09612-110022  Fax No:  e-mail address: ceo@bdren.net.bd</p> <p><i>[state detail address including floor and room number]</i></p> <p>Attention:[ state full name with designation of the person]  Address (<b>SECONDARY PLACES</b>): <b>Not Applicable</b>  <i>[state detail address including floor and room number]</i></p>

ITT 38.4	The deadline for hand-delivering of the Tenders at the <b>PRIMARY PLACE</b> from <b>SECONDARY PLACE</b> is: Not Applicable Time & Date: Not Applicable
<b>F. Opening and Evaluation of Tenders</b>	
ITT 44.1	The Tender opening shall take place at ( <i>state always the primary place</i> ): Address: <i>Office of CEO, BdREN R#531, 4<sup>th</sup> Floor, UGC Building Agargaon Administrative Area Dhaka-1207</i>  LOT A: Time & Date: 12:30pm, 21 April, 2022. LOT B: Time & Date: 12:30pm, 6 April, 2022.
ITT 52.6	The applicable economic factors, for the purposes of evaluation of Tenders shall be:  (a) <b><u>Adjustment for Deviations in the Delivery and Completion Schedule</u></b> “The Goods covered by this Tendering process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6, Schedule of Requirements. No credit will be given for earlier completion. Tender offering late contract performance schedules within acceptable period will be accepted but the Tenders shall be adjusted in the evaluation by adding to the Tender Price at the rate of 0.1% of the Tender Price for each day of delay. Tender offering delivery schedules beyond <b>90 days from signing the contract</b> shall be rejected.”  (b) <b><u>Cost of major replacement components, mandatory spare parts, and service:</u></b> Not applicable
<b>G. Award of Contract</b>	
ITT 61.1	Lot A: The maximum percentage by which quantities per item may be increased is 15% at the time of Contract Award. The maximum percentage by which quantities per item may be decreased is 15% at the time of Contract Award. Lot B: The maximum percentage by which quantities per item may be increased is 15% at the time of Contract Award. The maximum percentage by which quantities per item may be decreased is 20% at the time of Contract Award.
ITT 63.1	The amount of Performance Security shall be ten (10) percent of the Contract Price.

<b>ITT 63.3</b>	The Security Deposit shall be deducted @ ten (10) percent from the successful Tenderer's payable invoices during Contract implementation, if awarded the Contract.
<b>ITT 69.1</b>	<p><i>The Adjudicator proposed by the Procuring Entity is Prof. Dr. Md. Mamun-Or-Rashid, Dept. of Computer Science and Engineering, University of Dhaka. The hourly fee shall be Tk 2000.00 (Two Thousand) and the reimbursable expenses shall be limited to Tk. 10,000.00 (Ten Thousand) as conveyance or any other associated cost.</i></p> <p>The biographical data of the Adjudicator is:  Prof. Dr. Md. Mamun-Or-Rashid  Dept. of Computer Science and Engineering  University of Dhaka  Age: 46 years  Nationality: Bangladeshi</p> <p><b>Education:</b>  <b>PhD (2008)</b>  Department of Computer Engineering  Kyung Hee University, South Korea</p>

## Section 3. General Conditions of Contract

### 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 meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) **Adjudicator** is the expert appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Sub Clause 42.2.
  - (b) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
  - (c) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
  - (d) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
  - (e) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract;
  - (f) **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the point of delivery, including overhead, taxes, duties, fees and such other similar levies including corresponding incidental charges and premiums for banking and insurances, as applicable.
  - (g) **Day** means calendar days unless otherwise specified as working days;
  - (h) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract;
  - (i) **Force Majeure** means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more as included in GCC Clause 36;
  - (j) **GCC** mean the General Conditions of Contract;
  - (k) **Goods** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves ;
  - (l) **Government** means the Government of the People's Republic of Bangladesh;
  - (m) **Head of the Procuring Entity** means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive; or as applicable, Divisional Commissioner, Deputy Commissioner, Zilla Judge; or by whatever designation called, of a

local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act;

- (n) **Procuring Entity** means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the **PCC**;
- (o) **Related Services** means Services linked to the supply of Goods contracts;
- (p) **PCC** means the Particular Conditions of Contract;
- (q) **Subcontractor** means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;
- (r) **Supplier** means a Person under contract with a Procuring Entity for the supply of Goods and related services under the Act;
- (s) **Site** means the point(s) of delivery named in the **PCC**
- (t) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

## 2. Interpretation

2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.

### 2.2 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 7.1(i).

### 2.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

### 2.4 Non-waiver

- (a) Subject to GCC Sub Clause 2.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 2.5 Severability

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

### 3. Communications and Notices

- 3.1 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 addresses specified in the PCC.
- 3.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

### 4. Governing Law

- 4.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

### 5. Governing Language

- 5.1 The Contract shall be written in English language. Correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity may be written in English or Bangla language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### 6. Corrupt, Fraudulent, Collusive, Coercive ( and Obstructive in case of Development Partner) Practices

- 6.1 The Government and the Development Partner requires that the Procuring Entity as well as the Supplier (including their manufacturers, sub-contractors, agents, personnel, consultants and service providers), shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
- 6.2 For the purpose of GCC Sub Clause 6.2 the terms set forth below as follows—
  - (a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of the Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by the Procuring Entity in connection with a Procurement proceeding or contract execution;
  - (b) **fraudulent practice** means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
  - (c) **collusive practice** means a scheme or arrangement between two (2) or

more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, noncompetitive levels, thereby denying a Procuring Entity the benefits of competitive price arising from genuine and open competition; or

- (d) **coercive practice** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders
- (e) “Obstructive practice” (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

6.3 Should any corrupt, fraudulent, collusive, coercive practice ( or obstructive practice in case of Development Partner ) of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 14 days’ notice to the Supplier, terminate the Supplier’s employment under the Contract and the provisions of Clause 40 shall apply as if such expulsion had been made under sub-clause 40.1 (Termination for Default).

6.4 If corrupt, fraudulent, collusive or coercive (or obstructive in case of Development Partners) practices of any kind determined by the Procuring Entity or the Development Partner against the Supplier alleged to have carried out such practices, the Procuring Entity and/or the Development Partner shall;

- (a) exclude the Supplier from further participation in the particular Procurement proceeding; or
- (b) declare, at its discretion, the Supplier to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.

6.5 The Supplier shall be aware of the provisions on corruption, fraudulence, collusion, coercion and of the Public Procurement Act, 2006, the Public Procurement Rules, 2008 and in case of Development Partner financed contract, the Procurement Guidelines of the Development Partner.

6.6 The Supplier (including its manufacturers, sub-contractors, agents, personnel, consultants and service providers) shall permit the Government and/or the Development Partner to inspect the Supplier’s accounts and records and other documents relating to the submission of e-Tender and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner, if so required.

## **7. Documents Forming the Contract and**

7.1 The following documents forming the Contract shall be in the following order of precedence, namely :

<b>Priority of Documents</b>		<ul style="list-style-type: none"> <li>(a) The signed Contract Agreement;</li> <li>(b) The Notification of Award;</li> <li>(c) The Completed Tender;</li> <li>(d) Particular Conditions of Contract;</li> <li>(e) General Conditions of Contract;</li> <li>(f) Technical Specifications;</li> <li>(g) Drawings;</li> <li>(h) Priced Schedule and Schedule of Requirements and ;</li> <li>(i) Other Documents including correspondences listed in the <b>PCC</b> forming part of the Contract.</li> </ul>
<b>8. Scope of Supply</b>	8.1	Subject to the <b>PCC</b> , the Goods and related services to be supplied shall be as specified in Section 6: Schedule of Requirements.
	8.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the Goods and related services as if such items were expressly mentioned in the Contract Agreement.
<b>9. Assignment</b>	9.1	The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the Procuring Entity's prior written consent.
<b>10. Eligibility</b>	10.1	The Supplier and its Subcontractor(s) shall have the nationality of a country other than that specified in the <b>PCC</b> .
	10.2	All Goods and related services to be supplied under the Contract shall have their origin in the countries except any specified in the <b>PCC</b> .
<b>11. Gratuities / Agency Fees</b>	11.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.
<b>12. Confidential Details</b>	12.1	The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	12.2	Any document, other than this Contract itself, enumerated in GCC Clause 12.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

- 13. Trademark, Patent and Intellectual Property Rights**
- 13.1 The Procuring Entity should not be liable for any infringement of intellectual property rights arising from use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must indemnify and hold the Procuring Entity free and harmless against such claims and shall not be in contravention of Trademark Act, 2009 and Patent and Design Act, 1911.
- 14. Copyright**
- 14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 15. Subcontracting**
- 15.1 Any subcontracting arrangements made during contract implementation and not disclosed at the time of the Tendering shall not be allowed.
- 15.2 Subcontracting of any portion of the Goods shall not relieve the Supplier from any liability or obligations that may arise from its performance.
- 15.3 Supplier shall retain full responsibility for the contract and can not pass any contractual obligations to the Subcontractor and under no circumstances assignment of the contract to the Subcontractor be allowed.
- 15.4 Subcontractors shall comply with the provisions of GCC Clause 6 and 10.
- 16. Supplier's Responsibilities**
- 16.1 The Supplier shall supply all the Goods and related services specified in the Scope of Supply as stated under GCC Clause 8 and the Delivery and Completion schedule, as stated under GCC Clauses 21 and 23 in conformity with the provisions of the Contract Agreement.
- 17. Procuring Entity's Responsibilities**
- 17.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals and other license from local public authorities, the Procuring Entity may, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. However, the supplier shall bear the costs of such permits and/or licenses.
- 17.2 The Procuring Entity shall pay the Supplier, in consideration of the provision of Goods and related services, the Contract Price under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
- 18. Issue change order, Repeat Orders or Order for Additional Delivery**
- 18.1 The Procuring Entity may at any time order the Supplier through notice in accordance with GCC Clause 3, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where goods to be delivered under the Contract are to be specifically manufactured for the Procuring Entity;
  - (b) the method of packing;
  - (c) the place(s) of delivery of goods and related services; and
  - (d) the related services to be provided by the Supplier.
- 18.2 The Procuring Entity may, in exceptional circumstances, issue Repeat Order or additional delivery where the items already been procured through competitive method of an additional quantity within warranty period provided that prices are still the most advantageous to the Procuring Entity after price verification.

- 18.3 The Supplier shall, under no circumstances, proceed to commence the delivery of Goods and related services under GCC Sub Clause 18.1 and 18.2 unless it has been approved by the **Approving Authority** or authority next higher, as appropriate.
- 19. Repeat Orders or Order for Additional Delivery** 19.1 If any change under GCC Sub Clause 18.1 causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, as applicable.
- 20. Packing and Documents** 20.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract and in accordance with existing industry standards. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 20.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Sub Clause 20.1, including additional requirements, if any, specified in the **PCC**, and in any subsequent instructions ordered by the Procuring Entity.
- 20.3 The outer packaging must contain a "Packing List" which must reflect the actual contents of the package.
- 21. Delivery and Documents** 21.1 Subject to GCC Clause 18, the delivery of the Goods and completion of the related services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the **PCC**.
- 22. Acceptance** 22.1 Acceptance by the Procuring Entity shall be processed not later than fourteen (14) working days from receipt of the goods at final destination in the form of an Acceptance Certificate, unless any defects in the supply, any damage during transportation or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier as stated under GCC Clause 29 and 30. In such cases the Acceptance Certificate will be issued only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the Supplier has remedied the defects and/or any non-conformity under GCC Clause 29 and GCC Clause 30.
- 22.2 Technical Inspection and Acceptance Committee (TIAC), if considered appropriate and constituted by the Procuring Entity shall commence the inspection and acceptance process within twenty-four (24) hours from delivery of the goods, and complete the same as soon as practicable.
- 23. Contract Price** 23.1 The Contract Price shall be as specified in the **PCC** subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- 23.2 Prices charged by the Supplier for the Goods delivered and the related services performed under the Contract shall not vary from the price as stated under GCC Sub Clause 23.1, with the exception of any change in price resulting from a

Variation Order or Repeat Order or Order for Additional Delivery issued under GCC Clause 18.

- 24. Transportation** 24.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements, defined as the Site, transport to such place of destination, including insurance, other incidental costs, and temporary storage, if any.
- 25. Terms of Payment** 25.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the **PCC**.
- 25.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and related services performed, and accompanied by the documents as stated under GCC Clause 21 and 22 and upon fulfilment of any other obligations stipulated in the Contract Agreement.
- 25.3 Payments shall be made promptly by the Procuring Entity, but in no case later than the days indicated in the **PCC** after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
- 25.4 Payments due to the Supplier under this Contract shall be made in Bangladesh Taka (BDT) Currency.
- 25.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its respective due date or within the period as stated under GCC Sub Clause 25.3, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate specified in the **PCC**, for the period of delay until payment has been made in full.
- 26. Insurance** 26.1 The Goods supplied under this Contract shall be fully insured by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery until their acceptance by the Procuring Entity.
- 27. Taxes and Duties** 27.1 The Supplier shall be entirely responsible for all applicable taxes, custom duties, VAT and other levies imposed or incurred inside or outside Bangladesh.
- 28. Performance Security** 28.1 The Procuring Entity shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 28.2 The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more.
- (a) The Supplier is in breach of the Contract and the Procuring Entity has duly notified him or her ; and
- (b) The Supplier has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.
- 28.3 In the event as stated under GCC Sub Clause 28.2, the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the security.
- 28.4 If there is no reason to call the security, the security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations

under the Contract and the issuance of the Acceptance Certificate by the Procuring Entity, including any warranty obligations as stated under GCC Clause 31 and, the Procuring Entity shall not make any claim under the security, except for amounts to which the Procuring Entity is entitled under this Contract..

- 28.5 The security shall only be released after the expiry of the Warranty Period pursuant to GCC Clause 31, provided that the Goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.
- (a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect.
    - i. For example, a ball pen that does not write is patently defective.
  - (b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is “hidden” or one that is not immediately determinable.
    - ii. For example, a ball pen that writes 0.75 km instead of the expected 1.5 km, has a latent defect.
- 28.6 If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 31.7, the Procuring Entity may proceed to call upon the security without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

## **29. Specifications and Standards**

- 29.1 The Goods and related services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 7, Technical Specification and in Section 8, Drawings, if any.
- 29.2 If there is no applicable standard, the Goods must conform to the authoritative standards appropriate to the Good’s country of origin. Such standards must be the latest issued by the concerned institution.
- 29.3 Subject to the GCC Clause 18, the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- 29.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specification. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated under GCC Clause 18.

## **30. Inspections and Tests**

- 30.1 The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. The PCC and Technical specifications shall specify what tests the Procuring Entity requires and where they are to be conducted. The Supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests of the Goods and related services as are specified in the Contract.
- 30.2 The Supplier shall provide the Procuring Entity with a report of the results of any such test.
- 30.3 The Procuring Entity may engage external agents for the purpose of conducting inspection of Goods, provided that the Procuring Entity shall bear all of its costs and expenses.

- 30.4 The Procuring Entity or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 30.1, provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance.
- 30.5 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 30.6 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract, but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery and Completion Schedule and the other obligations so affected.
- 30.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice under GCC Sub Clause 30.5.
- 30.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report as stated under GCC Sub Clause 30.2, shall relieve the Supplier from any warranties or other obligations under the Contract.

### **31. Warranty**

- 31.1 The Supplier warrants that all the Goods supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the design and/or material required by the Procuring Entity provides otherwise under GCC Clause 18.
- 31.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bangladesh.
- 31.3 In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or such other period as may be specified in the PCC.
- 31.4 The Warranty Period of the Supplies shall start from the date of completion of delivery in the form of submission by the Supplier and acceptance by the Procuring Entity, of the Delivery Chalan
- 31.5 The Warranty Periods may vary among the various items and lots. The warranty for Goods delivered earlier will expire earlier than the succeeding deliveries.

- 31.6 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 31.7 Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
- 32. Extension of Delivery and Completion Schedule**
- 32.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the Contract.
- 32.2 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services as stated under GCC Clause 21, the Supplier shall promptly notify the Procuring Entity in writing. It must state therein the cause/s and duration of the expected delay. The Procuring Entity shall decide whether and by how much to extend the time. In all cases, the request for extension should be submitted before the lapse of the original delivery date.
- 32.3 Within twenty-one (21) days of receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may grant time extensions, if based on justifiable grounds, without liquidated damages.
- 32.4 The Procuring may extend up to twenty percent (20%) of the original contract time, above 20% of the original contract time approval of Head of Procuring Entity (HOPE) or authorized officer shall be required, in which case the extension shall be ratified by the Parties by amendment of the Contract as stated under GCC Clause 41.
- 32.5 Except in case of Force Majeure, as provided under GCC Clause 36, a delay by the Supplier in the performance of its delivery and completion obligations shall render the Supplier liable to the imposition of Liquidated Damages pursuant to GCC Clause 33, unless an extension of the Delivery and Completion Schedule is agreed upon, pursuant to GCC Clause 32.
- 33. Liquidated Damages**
- 33.1 Except as provided under GCC Sub Clause 37, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule specified in the contract or as extended, the Procuring Entity shall, as Liquidated Damages or Delay Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the undelivered Goods and related services or part thereof delivered after the Delivery and Completion Schedule or as extended. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated damages from payments due to the Supplier. Payment of Liquidated damages shall not affect the Supplier's liabilities.
- 34. Limitation of Liability**
- 34.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity; and
- (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost

of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement.

**35. Adjustment for Changes in Legislation**

35.1 Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the adjustment of Contract Price where applicable, under GCC Clause 23.

**36. Force Majeure**

36.1 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below:

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity;
- (vi) freight embargoes;
- (vii) acts of the Government in its sovereign capacity.

36.2 The Head of Procuring Entity decides the existence of a Force Majeure that will be the basis of the issuance of order for suspension of Supply as stated under GCC Sub Clause 39.2.

**37. Notice of Force Majeure**

37.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice within fourteen (14) days after the party became aware, to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented.

37.2 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

**38. Duty to Minimise Delay**

- 38.1 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.
- 38.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

**39. Consequences of Force Majeure**

- 39.1 The Supplier shall not be liable for forfeiture of its security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 39.2 The Procuring Entity may suspend the delivery or contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary due to Force Majeure as defined in the Contract.
- 39.3 Delivery shall be made either upon the lifting or the expiration of the suspension order. However, if the Procuring Entity terminates the contract as stated under GCC Clause 40, resumption of delivery cannot be done.
- 39.4 After receiving notice under GCC Sub Clause 37.1, the Procuring Entity shall proceed to determine these matters under the provisions of the Contract.

**40. Termination**

**Termination for Default**

- 40.1 The Procuring Entity, without prejudice to any other remedy for breach of Contract, by giving twenty-eight (28) days written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 32; or
  - ii. if the Supplier fails to perform any other obligation under the Contract; or
  - iii. if the Supplier, in the judgement of the Procuring Entity has engaged in corrupt, fraudulent, collusive and coercive practices (or obstructive practice in case of Development Partner), as defined in GCC Clause 6, in competing for or in executing the Contract; or
  - iv. if the deductible amount due to Liquidated Damages reaches its maximum as stated under GCC Sub Clause 33
- 40.2 In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 40.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or related services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or related services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

**Termination for Insolvency**

- 40.3 The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

## Termination for Convenience

- 40.4 The Procuring Entity, by giving twenty-eight (28) days written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring Entity's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
- 40.5 The Goods that have been delivered and/or performed or are ready for delivery or performance within twenty-eight (28) days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 40.6 The expiration of the Delivery and Completion Schedule, initiation of amicable settlement of disputes, adjudication and arbitral proceedings under the set terms and conditions shall not be deemed a termination of the contract.
- 41. Amendment to Contract**
- 41.1 The amendment to Contract shall generally include equitable adjustments in original Contract price, Delivery and Completion Schedule and, any other changes acceptable under the conditions of the Contract.
- 41.2 The Procuring Entity shall amend the Contract, incorporating the changes approved in accordance with the Delegation of Financial Power or sub-delegation thereof and, introduced to the original terms and conditions of the Contract.
- 42. Settlement of Disputes**
- 42.1 Amicable Settlement:
- (a) The Procuring Entity and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 42.2 Adjudication
- (a) If the Supplier /Procuring Entity believe that amicable settlement of dispute is not possible between the two parties, the dispute shall be referred to the Adjudicator within fourteen (14) days of first written correspondence on the matter of disagreement;
  - (b) The Adjudicator named in the **PCC** is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the **PCC** shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party;
  - (c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it;

- (d) The Supplier shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the Procuring Entity shall reimburse half of these fees through the regular progress payments;
- (e) Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Supplier. In case of disagreement between the Procuring Entity and the Supplier the Adjudicator shall be designated by the Appointing Authority designated in the **PCC** at the request of either party, within fourteen (14) days of receipt of a request from either Party.

#### 42.3 Arbitration

- (a) If the Parties are unable to reach a settlement under GCC Clause 42.1 or 42.2 within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 42.3(b);
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the **PCC**.

## Section 4. Particular Conditions of Contract

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

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>GCC 1.1(n)</b>	The Procuring Entity is: Chief Executive Officer Bangladesh Research and Education Network R#529, UGC Bhaban, Agargaon Administrative Area, Dhaka-1207.
<b>GCC 1.1(s)</b>	The site(s)/ point(s) of delivery is/are: Lot A: BdREN Data Center, UGC Bhaban, Agargaon, Dhaka 1207. Lot B: 19 Public Universities (G.74-AF package) across Bangladesh
<b>GCC 3.1</b>	For <b><u>notices</u></b> , the Procuring Entity’s contact details shall be: Attention: Chief Administrative and Accounts Officer Address: R#221, 1 <sup>st</sup> Floor, UGC Building, Agargaon Administrative Area, Dhaka-1207. Telephone: 09612-110024 Facsimile number: Electronic mail address: <a href="mailto:cafo@bdren.net.bd">cafo@bdren.net.bd</a>
	For <b><u>notices</u></b> , the Supplier’s contact details shall be: Attention: Address: Telephone: Facsimile number: Electronic mail address:
<b>GCC 7.1(i)</b>	The following documents shall also be part of the Contract: (N/A)
<b>GCC 8.1</b>	The Scope of Supply shall be defined in Section 6, Schedule of Requirements.
<b>GCC 10</b>	The Supplier or the Subcontractor that is a national of, or registered in, the following countries are not eligible: <i>Not Applicable</i>
	Goods and related services to be supplied shall not have their origin in the following countries: <i>Not Applicable</i>
<b>GCC 20.2</b>	The packing, marking and documentation inside and outside the packages shall be:

	<p>The outer packing may be clearly marked on at least four sides as follows:</p> <p>Name and address of Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination/Delivery Point</p> <p>Gross weight</p> <p>Package number of total number of packages</p> <p>Brief description of the content</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p>
<b>GCC 21.1</b>	<p>The documents to be furnished by the Supplier shall be as follows:</p> <ol style="list-style-type: none"> <li>a. Copies of Supplier's invoice showing goods' description, quantity, unit price, total amount;</li> <li>b. Delivery note, railway receipt, or truck receipt;</li> <li>c. Manufacturer's/ Supplier's warranty certificate (if any);</li> <li>d. Inspection certificate issued by the nominated inspection agency (or Procuring Entity) and/ or the Supplier's factory inspection report (if any);</li> <li>e. Certificate of origin, if any.</li> </ol>
<b>GCC 23.1</b>	The original Contract price is:
<b>GCC 25.1</b>	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	<p>(a) <b>Advance Payment:</b></p> <p>Not Applicable</p>

	<p><b>(b) Payment Against Delivery:</b></p> <p>LOT A: 50% of the Total Contract amount shall be paid by the purchaser after delivery of goods upon issuance of delivery certificate, such certificate shall be issued by CEO, BdREN.</p> <p>LOT B: 100% of the Total Contract amount shall be paid by the purchaser after delivery and activation of licenses upon issuance of work completion certificate, such certificate shall be issued by CEO, BdREN.</p> <p>If supplier provides equivalent devices instead of renewal of licenses, 50% of the Total Contract amount shall be paid by the purchaser after delivery of devices and licenses upon issuance of delivery certificate, such certificate shall be issued by CEO, BdREN.</p>
	<p><b>(c) Payment Against Operational Acceptance:</b></p> <p>LOT A: 50% of the Total Contract amount shall be paid by the purchaser after successful completion of Operational Acceptance Testing (OAT) and upon issuance of Operational Acceptance Certificate (OAC) by CEO, BdREN.</p> <p>LOT B: If supplier provides equivalent devices instead of license renewal, 50% of the Total Contract value shall be paid by the purchaser after successful completion of Operational Acceptance Testing (OAT) and upon issuance of Operational Acceptance Certificate (OAC) by CEO, BdREN.</p>
<b>GCC 25.3</b>	Payments shall be made in no case later than <i>30 (thirty)</i> days after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it provided the payment is due.
<b>GCC 25.5</b>	[state 'None']
<b>GCC 30.1</b>	The inspections and tests shall be: Not Applicable

<b>GCC 31.3</b>	The Warranty Period shall be: LOT A: 5 (Five) years LOT B: 1 (One) year
<b>GCC 31.7</b>	The Supplier shall correct any defects covered by the warranty within <i>time as mentioned in the SLA</i> of being notified by the Procuring Entity of the occurrence of such defects.
<b>GCC 33.1</b>	The amount of Liquidated Damages is as mentioned in SLA
<b>GCC 42.2(b)&amp;(e)</b>	The Adjudicator jointly appointed by the Parties is: Name: Prof. Dr. Md. Mamun-Or-Rashid Address: Dept. of Computer Science and Engineering University of Dhaka  Tel No: +8801811475201 Fax No: Not Applicable e-mail address: mamun.rashid@gmail.com
<b>GCC 42.3(b)</b>	Arbitration shall take place in: <i>Dhaka, Bangladesh.</i>

## **Section 5. Tender and Contract Forms**

<b>Form</b>	<b>Title</b>
<b>Tender Forms</b>	
PG3 – 1	Tender Submission Letter
PG3 – 2	Tenderer Information Sheet
PG3 -- 3	Subcontractor Information ( <i>if applicable</i> )
PG3 – 4A	Price Schedule for Goods

- PG3 – 4B Price Schedule for Related Services
- PG3 – 5 Specifications Submission and Compliance Sheet
- PG3 – 6 Manufacturer’s Authorisation Letter
- PG3 – 7 Bank Guarantee for Tender Security (*when this option is chosen*)
- PG3 -- 8 Bank’s Commitment for Line of Credit (*when this option is chosen*)

**Contract Forms**

- PG3 – 9 Notification of Award
- PG3–10 Contract Agreement
- PG3 – 11 Bank Guarantee for Performance Security (*when this option is chosen*)
- PG3 – 12 Bank Guarantee for Advance Payment (*if applicable*)

Forms PG3-1 to PG3-8 comprises part of the Tender and should be completed as stated in ITT Clause 21.

Forms PG3-9 to PG3-12 comprises part of the Contract as stated in GCC Clause 7.

## Tender Submission Letter (Form PG3 – 1)

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

To: <i>[Contact Person]</i> <i>[Name of Procuring Entity]</i> <i>[Address of Procuring Entity]</i>	Date:
Invitation for Tender No:	IFT No _____
Tender Package No:	Package No _____
Lot No <i>(when applicable)</i>	Lot No _____

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

--

In accordance with ITT Clauses 24 and 25, the following price applies to our Tender:

The Tender Price is: Tk. \_\_\_\_\_  
 (ITT Sub Clause 24.10 and 25.1) *[in figures]*  
Taka \_\_\_\_\_  
*[in words]*

The advance payment (when applicable) is: Tk. \_\_\_\_\_  
*[insert the amount based on percentage of the Tender Price]* *[in figures]*  
 (GCC Sub Clause 25.1) Taka \_\_\_\_\_  
*[in words]*

and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form **PG3 - 11**.

In accordance with ITT Clause 23, the following discounts apply to our Tender:

The unconditional discount for being awarded more than one lot in this package is: Tk. \_\_\_\_\_  
 (ITT Sub Clause 24.11 and 25.1) *[in figures]*  
Taka \_\_\_\_\_  
*[in words]*

The methodology for application of the discount is:  
*[state the methodology]*  
 (ITT Sub Clause 24.12 and 25.1)

*Delete **BOX**, if this Tender is being invited for **Single Package or Single Lot***

Mandatory Spare parts Price *(when Economic Factor applicable)* is: Tk. \_\_\_\_\_  
 (ITT Sub Clause 52.6) *[in figures]*  
Taka \_\_\_\_\_  
*[in words]*

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

- a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 29.1) 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 Clause 31) and valid for a period of twenty-eight (28) days beyond the Tender Validity date;
- c) if our Tender is accepted, we commit to furnishing a Performance Security in the amount stated in the Tender Data Sheet (ITT Sub Clause 62.1) in the form stated in Tender Data Sheet (ITT Sub Clause 63.1) and valid for a period of twenty-eight (28) days beyond the date of completion of our performance obligations;
- d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*;  
  
including Addendum to Tender Documents No(s) *[state numbers]* ,issued in accordance with the Instructions to Tenderers (ITT Clause 11). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum have been issued]*;
- e) we, including as applicable, subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Sub Clause 5.1;
- f) we are submitting this Tender as a sole Tenderer
- g) we are not a Government owned entity as defined in ITT Sub Clause 5.10 or we are a Government owned entity, and we meet the requirements of ITT Sub Clause 5.10];  
*(delete one of the above as appropriate)*
- h) 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 5.6;
- i) we, including as applicable Subcontractor have not been declared ineligible by the Government of Bangladesh or the Development Partner, under the laws of Bangladesh or official regulations or by an act of compliance with a decision of the United Nations Security Council on charges of engaging in corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practices, in accordance with ITT Sub Clause 5.9;
- j) furthermore, we are aware of ITT Sub Clause 4.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- k) we intend to subcontract an activity or part of the Supply, in accordance with ITT Sub Clause 16.1 to the following Subcontractor(s);

Nature of the Supply or related service

Name and address of Subcontractor

- l) we, confirm that we do not have a record of poor performance, such as abandoning the

Supply, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Sub Clause 5.8, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information Sheet (Form PG3-2);

- m) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall become a binding Contract between us, until a formal Contract is prepared and executed;
- n) we understand that you reserve the right to accept or reject any Tender, to cancel the Tender proceedings, or to reject all Tenders, without incurring any liability to Tenderers, in accordance with ITT Clause 57.1.

Signature:

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

Name:

<i>[insert full name of signatory with National ID]</i>
---

In the capacity of:

<i>[insert designation of signatory]</i>
--

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

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

**Attachment 1:** Written confirmation authorising the above signatory(ies) to commit the Tenderer, in accordance with ITT Sub-Clause 36.3;



1.8	Tenderer to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 26]	
The following two information are applicable for National Tenderers			
1.9	Tenderer's Value Added Tax Registration (VAT) Number		
1.10	Tenderer's Tax Identification Number(TIN)		
[The foreign Tenderers, in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]			
2. Qualification Information of the Tenderer [ITT Clause 28]			
2.1	General Experience in the supply of Goods and related services of Tenderer [State years of experience]		
2.2	Specific Experience of satisfactory completion of supply of similar Goods		
	Contract No	[ insert reference no] of [ insert year]	
	Name of Contract	[insert name]	
	Award date	[insert date]	
	Completion date	[insert date]	
	Total Contract Value	[insert amount]	
	Procuring Entity's Name Address Tel / Fax e-mail		
	Brief description with justifications of the similarity compared to the Procuring Entity's requirements	[state justification in support of its similarity compared to the proposed supply]	
2.3	Supply and/or production capacity of Goods are:		
	Year	Quantity	Type of Goods
2.4	Liquid assets available		
	No	Source of Financing	Amount Available

## Subcontractor Information (Form PG3-3)

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

Invitation for Tender No:

*[ IFT No]*

Tender Package No

*[Package No]*

Lot No. (when applicable)

*[ Lot No]*

1. Eligibility Information of the Subcontractor <i>[ITT Clause 5 and 26]</i>	
1.1	Nationality of Individual or country of Registration
1.2	Subcontractor's legal title
1.3	Subcontractor's registered address
1.4	Subcontractor's legal status <i>[complete the relevant box]</i>
	Proprietorship
	Partnership
	Limited Liability Concern
	Government-owned Enterprise
	Other (please describe)
1.5	Subcontractor's year of registration
1.6	Subcontractor's authorised representative details
	Name
	Address
	Telephone / Fax numbers
	e-mail address
1.7	Subcontractor to attach copies of the following original documents
	All documents to the extent relevant to ITT Clause 5 and 26 in support of its qualifications
The following two information are applicable for national Subcontractors	
1.8	Subcontractor's Value Added Tax Registration (VAT) Number
1.9	Subcontractor's Tax Identification Number(TIN)

[The foreign Subcontractors , in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]

2. Key Activity(ies) for which it is intended to be Subcontracted [ITT Sub Clause 16.1]

2.1	Elements of Activity	Brief description of Activity	
2.2	List of Similar Contracts in which the proposed Subcontractor had been engaged		
	Name of Contract and Year of Execution		
	Value of Contract		
	Name of Procuring Entity		
	Contact Person and contact details		
	Type of Work performed		

## Price Schedule for Goods (Form PG3-4A)

### Lot A:

Invitation for Tender No:		Date:	28 March 2022
Tender Package No:	<b>BdREN Trust/Procurement/2022/G-4</b>	Package Description:	<b><i>Purchase of Storage System and Renewal/Procurement of Firewall Licenses/Devices</i></b>
Tender Lot No:	LOT A: Storage/Upgrade-1	Lot Description:	<i>Purchase of NVMe SSD Storage System of 100TB usable capacity and Upgradable to 500TB</i>

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

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

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

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

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

## Price Schedule for Goods (Form PG3-4A)

### Lot B:

Invitation for Tender No:		Date:	28 March 2022
Tender Package No:	<b>BdREN Trust/Procurement/2022/G-4</b>	Package Description:	<b><i>Purchase of Storage System and Renewal/Procurement of Firewall Licenses/Devices</i></b>
Tender Lot No:	<b>LOT B: Fortinet Firewall License or Equivalent Device</b>	Lot Description:	<b><i>Renewal of License for FortiNet Firewall or Supply of equivalent Firewall</i></b>

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

1	2	3	3	4	5	6	7	
Item No.	Description Of Item	Country of Origin	Unit of Measurement	Qty Of units Required	Unit price	Total price (col. 4 × 5)	Point of Completion as per Schedule of Requirement	Completion Schedule Offered as per Schedule of Requirement
					(Note1)		(Note2)	
1.	Firewall/License (Type 1)		Number	2				
2.	Firewall/License (Type 2)		Number	17				
3.	Any other device*		Lot	1				

*\*If Bidder proposes equivalent devices/licenses instead of existing Fortinet Firewall*

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

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

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

### Price Schedule for Related Services (Form PG3-4B)

Invitation for Tender No:		Date:	28 March, 2022
Tender Package No:	<b>BdREN Trust/Procurement/2022/G-4</b>	Package Description:	<b><i>Purchase of Storage System and Renewal/Procurement of Firewall Licenses/Devices</i></b>
Tender Lot No:	LOT A: NVMe SSD Storage System	Lot Description:	<i>Purchase of NVMe SSD Storage System of 100TB usable capacity and Upgradable to 500TB</i>

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

1	2	3	3	4	5	6	7	
Item N° .	Description Of Item	Country of Origin	Unit of Measurement	Qty Of units Required	Unit price	Total price (col. 4 × 5)	Point of Completion as per Schedule of Requirement	Completion Schedule Offered as per Schedule of Requirement
	Warranty Services with Parts and Labor		Year	5	(Note1)	(Note 2)	(Note3)	

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

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

Signature:	<i>[insert signature of authorised representative of the Tenderer]</i>
Name:	<i>[insert full name of signatory with National ID]</i>

## Specifications Submission and Compliance Sheet (Form PG3-5)

Invitation for Tender No:

Tender Package No:

Tender Lot No:

Date:

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

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

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

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

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

## Manufacturer's Authorisation Letter (Form PG3 - 6)

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

*[The Tenderer shall include it in its Tender, if so indicated in the TDS as stated under ITT Sub Clause 27.1 (f)]*

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

### WHEREAS

We *[insert complete name of Manufacturer]*,

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

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

We hereby extend our full guarantee and warranty as stated under GCC Clause 31 of the General Conditions of Contract, with respect to the Goods offered by the above Tenderer.

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

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

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

Title: *[insert title]*

Date: *[insert date of signing]*

## Bank Guarantee for Tender Security (Form PG3 – 7)

*[this is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh as stated under ITT Clause 31 and 32]*

Invitation for Tender No:

Date:

Tender Package No:

Tender Lot No:

To:

[Name and address of Procuring Entity]

### **TENDER GUARANTEE No:** [insert number]

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

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

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

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

This guarantee will expire:

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

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

Signature

Seal

## Letter of Commitment for Bank's Undertaking for Line of Credit (Form PG3-8)

*[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 28.1(d)]*

Invitation for Tender No:

Date:

Tender Package No:

Lot No (when applicable):

To:

*[Name and address of the Procuring Entity]*

**CREDIT COMMITMENT 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 supply of Goods of *[description of Goods and related services]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, 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 the delivery of Goods and related services viz. *[insert name of supply]*, for an amount not less than BDT*[in figure]* ( *in words*) for the sole purpose of the supply of Goods and related services under the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "Acceptance Certificate" by the Procuring Entity.

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

Signature

Signature

## Notification of Award (Form PG3 - 9)

Contract No:

Date:

To:

*[Name of Contractor]*

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

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub-Clause 61.3
- ii. furnish a Performance Security in the specified format and in the amount of Tk *[state amount in figures and words]*, within fourteen (14) days of receipt of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 63.2
- iii. sign the Contract within twenty-eight (28) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 66.2

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

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

Signed

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

Date:

## Contract Agreement (Form PG3 -10)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

	For the Procuring Entity:	For the Supplier:
Signature		
Print Name		
Title		
In the presence of Name		
Address		

## Bank Guarantee for Performance Security (Form PG3 – 11)

*[this is the format for the Performance Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Sub Clause 63.1]*

Contract No:

Date:

To:

[Name and address of Procuring Entity]

### **PERFORMANCE GUARANTEE No:** *[insert number]*

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

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

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

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

*[Signatures of authorized representatives of the bank]*

Signature

Seal

## Bank Guarantee for Advance Payment (Form PG3 – 12)

*[this is the format for the Advance Payment Security to be issued by a scheduled Bank of Bangladesh in accordance with GCC Clause 26.1]*

Contract No:

Date:

To:

[Name and address of Procuring Entity]

**ADVANCE PAYMENT GUARANTEE No:** [insert number]

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

Furthermore, we understand that, according to your Particular Conditions of Contract Clause 25.1, Advance Payment(s) on Contracts must be supported by an irrevocable unconditional Bank Guarantee.

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

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Procuring Entity and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

*[Signatures of authorized representatives of the bank]*

Signature

Seal

## Section 6. Schedule of Requirements

Invitation for Tender No: ..... Date  
 Tender Package No:  
 Lot No (when applicable):

### A. List of Goods and Delivery Schedule

*This Section provides the List of Goods and Delivery Schedule and List of Related Services and Completion Schedule and must be carefully prepared by a Procuring Entity for each object of procurement. The Procuring Entity may include the delivery of a limited supply of fast-moving and/or hard-to-find spare parts in this Schedule of Requirement. This is to ensure the continued use or operation of the equipment.*

When completing Form PG3-2 the Tenderer shall quote prices and contract delivery dates for each item against each lot and show each Lot separately, as specified in the List of Goods and Delivery Schedule.)

<b>LOT A: Package-Storage/Upgrade-1: Purchase of NVMe SSD Storage System of 100TB usable capacity and Upgradable to 500TB</b>					
Item No	Description of Related Services	Units of Supply	Quantity of Units Required	Point at which Services are required	Required Completion Date of Services
1	2	3	4	5	6
1	NVMe SSD Storage System	Number	1		

<b>LOT B: Package-Storage/Upgrade-1: Package- Fortinet Firewall License: Renewal of License for FortiNet Firewall or Supply of equivalent Firewall</b>					
Item No	Description of Related Services	Units of Supply	Quantity of Units Required	Point at which Services are required	Required Completion Date of Services
1	2	3	4	5	6
1	Firewall / License (Type 1)	Number	2		
2	Firewall / License (Type 2)	Number	17		
3	Any other device*	Lot	1		

***\*If Bidder proposes equivalent devices/licenses instead of existing Fortinet Firewall***

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

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

## B. List of Warranty with Parts and Labor Delivery Schedule

When completing Form PG3-2 the Tenderer shall quote prices and contract delivery dates for each item against each lot and show each Lot separately, as specified in the List of Goods and Delivery Schedule.)

<b>LOT A: Package-Storage/Upgrade-1: Purchase of NVMe SSD Storage System of 100TB usable capacity and Upgradable to 500TB</b>					
Item No	Description of Related Services	Units of Supply	Quantity of Units Required	Point at which Services are required	Required Completion Date of Services
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1	NVMe SSD Storage System	Number	1		

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

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

## Section 7. Technical Specifications

### Background

With a vision to enhance and empower the quality of education at higher education sector, UGC of Bangladesh on behalf of Bangladesh MoE started the mission to connect all higher education and research institutes and access to required resources under the fund of World Bank. After 10 years, BdREN connected around 70 public, private and international universities, medical colleges, research institutes; and extends its redundant connectivity with TEIN and establish reachability to world's rest of the RENs. Now BdREN is eventually operating under Non-Profit Trust organization with a board of trustees consisting of representatives from the universities, UGC, MoE and other members co-opted for their expertise and position in relevant industries.

BdREN provides different prominent services like internet bandwidth, computing service (IaaS), hosting service, web security, unified collaboration, online call environment, video conference to its member organizations. Among those services, member institutes are utilizing the fullest (more than 60% of CPU and 75% of Memory are consumed) of BdREN offered computing service in terms of Infrastructure as a Service (IaaS), Software as a Service (SaaS) and Platform as a Service (PaaS). With the advancement of storage technology (NVMe SSD Storage), the current installed SAN system are not capable enough to provide sufficient support to fulfill their storage requirements. To ensure spontaneous service to our esteemed clients, it is mandatory to upgrade the storage system in terms of installing NVMe SSD storage.

BdREN implemented campus network at 19 different public universities all over the country. To ensure security at the Campus Networks, BdREN would like to update license of existing FortiNet Firewall Systems or equivalent new devices.

### Objective

LOT A: The objective of this procurement is to ensure fulfilling the on demand compute services including cloud space of our esteemed clients as well as keeping pace with the advancement of storage technology. The terms and conditions of the procurement includes supply, installation and integration with existing system with support and maintenance services so that all the operations related to the BdREN Trust defined Service Level Agreement (SLA) will be maintained minutely.

LOT B: To ensure security at the Campus Networks, BdREN would like to update license of existing FortiNet Firewall Systems or equivalent new devices.

## Scope of the Work:

### LOT A:

- Successful Bidder should provide supply and support to the following systems in compliance with the terms and conditions mentioned stipulated in the SLA:
  - Package-Storage/Upgrade-1: Supply, install and configure the equipment at BdREN Data Center at UGC Bhaban.
  - Integrate the new system with existing system
  - Migrate 50TB of data from existing to new system.
- Successful Bidder shall attend Tickets generated by BdREN NOC
- Successful Bidder shall act on Tickets generated by BdREN NOC and deal with it in line with the urgency specified by the category of the Ticket
- Successful Bidder shall provide Repair and Return service support
- For higher level support Successful Bidder shall provide 24 x 7 x 365 days highest level of OEM support for the devices

### LOT B:

- Renewal of license for existing FortiNet Firewall with One-year validity or supply of equivalent devices/licenses with One-year validity
- 24x7 OEM Technical Support
- Web based Ticketing
- Hardware replacement RMA (Return and Replacement) within Next Business Day

## Technical Specification of Products to be supplied and Installed

### Lot A

Sl. No.	Description	Technical Specifications	Bidder's Response (complied /partially complied /non-complied) with relevant data sheets	Remarks
1	Brand	To be mentioned by Bidder, must be internationally reputed and have position within the leader quadrant in Gartner report for the last 3 years for Storage. <b>(Deviation from these criteria will be considered as Critical Deviation)</b>		
2	Model	To be mentioned by the bidder		
3	Country of origin	U.S.A./EU/U.K./Japan/Canada <b>(Deviation from these</b>		

Sl. No.	Description	Technical Specifications	Bidder's Response (complied /partially complied /non-complied) with relevant data sheets	Remarks
		<b>criteria will be considered as Critical Deviation)</b>		
4	Manufacturing Country	To be mentioned by the bidder		
5	Operating System & Clustering Support	<ol style="list-style-type: none"> <li>1. The storage should support multiple operating systems such as Windows, Unix, Linux, Solaris etc. on a single port.</li> <li>2. The storage should support clustering solutions such as Microsoft cluster, MS SQL cluster, SUN Solaris cluster, Linux cluster etc.</li> <li>3. The storage should have integration with major Database like Oracle, MS-SQL, My-SQL, DB2, MariaDB, PostgreSQL etc. It should support application consistent snapshots as well, if required.</li> </ol> <p><b>(Deviation from these criteria will be considered as Critical Deviation)</b></p>		
6	Controller	<ol style="list-style-type: none"> <li>1. The storage should have dual redundant Active-Active Controllers architecture where a single LUN should be accessible by both the controllers simultaneously.</li> <li>2. Storage Controller should come with Industry Standard Intel Processor.</li> </ol>		

Sl. No.	Description	Technical Specifications	Bidder's Response (complied /partially complied /non-complied) with relevant data sheets	Remarks
		3. Proposed Storage Should be End to End NVMe Storage. <b>(Deviation from these criteria will be considered as Critical Deviation)</b>		
7	Cache	1. The storage system should have minimum 1TB or higher Global/Controller Cache on the same set of proposed controllers. Cache memory should be delivered on DRAM, any other device or HDD should not be considered as cache. 2. The storage should have protection of cache data during a power down by de-staging the data in cache to non-volatile Disk. <b>(Deviation from these criteria will be considered as Critical Deviation)</b>		
8	Capacity & Scalability	1. The Storage Array shall be offered with Minimum 100TB usable capacity under RAID 6 with Double Parity using 7.68TB NVMe SSD Disk Drive 2. Offered Storage support at least 500TB usable Capacity or higher using the same disk type & disk capacity.		

Sl. No.	Description	Technical Specifications	Bidder's Response (complied /partially complied /non-complied) with relevant data sheets	Remarks
		<b>(Deviation from these criteria will be considered as Critical Deviation)</b>		
9	IOPS	<p>The proposed Configuration of the storage should be able to deliver Minimum 2,00,000 IOPS or higher.</p> <p>The vendor can consider:</p> <ul style="list-style-type: none"> <li>• 8KB Block size,</li> <li>• 70:30 Read/Write Ratio,</li> <li>• Response Time: Less than 1ms</li> </ul> <p>for the IOPS Calculation.</p> <p>The vendor must provide a proof/certificate/ benchmarking document etc. from OEM to prove that the proposed storage shall deliver required number of IOPS using the proposed configuration.</p> <p><b>(Deviation from these criteria will be considered as Critical Deviation)</b></p>		
10	No Single point of Failure	<p>The storage should not have any Single Point of Failure (SPOF). All the components should be redundant and hot swappable including power supply, fans, batteries etc. The proposed storage must support non-disruptive replacement of hardware component.</p> <p><b>(Deviation from these criteria will be considered as Critical Deviation)</b></p>		

Sl. No.	Description	Technical Specifications	Bidder's Response (complied /partially complied /non-complied) with relevant data sheets	Remarks
11	Host Ports and Back-end Ports	<ol style="list-style-type: none"> <li>1. Storage should have minimum 16 x 32 Gbps FC Port for host connectivity.</li> <li>2. Storage should have minimum 2 x NVMe or equivalent Backend Port (per controller) for Disk Enclosure connectivity. <b>(Deviation from these criteria will be considered as Critical Deviation)</b></li> </ol>		
12	Integration with existing System and Data Migration	<ol style="list-style-type: none"> <li>1. Proposed system should be integrated with existing SAN Switch (HP SN6500B 96/96 PowerPack+ FC Switch). If any additional equipment is required, bidder has to consider in the offer.</li> <li>2. Bidder has to consider migration of 50 TB of existing data (out of 200 TB) from existing Storage System (HPE 3PAR StoreServ 10800) to the proposed system.</li> <li>3. System should be capable to connect host system / Server with HBA / NVMe enabled HBA directly. In case, the proposed system doesn't support direct host connectivity, bidder may consider additional devices to accommodate 8 Servers.</li> </ol>		

Sl. No.	Description	Technical Specifications	Bidder's Response (complied /partially complied /non-complied) with relevant data sheets	Remarks
		<b>(Deviation from these criteria will be considered as Major Deviation)</b>		
13	Data Encryption	Proposed system must include SED (or Controller based / Disk Based Data at Rest Encryption) solution to encrypt data on all drives. <b>(Deviation from these criteria will be considered as Critical Deviation)</b>		
14	Storage Array Configuration & Management Software	The proposed array should be supplied with native Storage management software with Web based GUI capable of generating customized reports, real time monitoring, historical performance data for analysis and trending, capacity utilization monitoring. <b>(Deviation from these criteria will be considered as Major Deviation)</b>		
15	Licenses	Storage subsystem shall be supplied with Thin provisioning, Snapshot, Clone, Performance Monitoring, Online Raid Migration, Online Volume conversion etc., on day 1 for the maximum supported capacity of array. <b>(Deviation from these criteria will be considered as Major Deviation)</b>		
15	Warranty	1. 4 hours Mission Critical Onsite Service with parts and labour by		

Sl. No.	Description	Technical Specifications	Bidder's Response (complied /partially complied /non-complied) with relevant data sheets	Remarks
		<p>manufacturer for 5 years with 24x7x365 Technical Support and Assistance. OEM letter of confirmation required.</p> <p>2. Proposing Hardware Brand should have parts depot for smooth after-sales support and service. OEM letter of confirmation required.</p> <p>3. In case of unavailability of OEM local parts depot, bidder should maintain separate spare parts (at least 20% of total proposed quantity) within Dhaka, Bangladesh.</p> <p><b>(Deviation from these criteria will be considered as Critical Deviation)</b></p>		

## LOT B

License Renewal & Warranty Support of Existing Firewall Type-I Fortigate 1200D or equivalent device

- Existing Enterprise Protection/Bundle (For example, IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam, Security Rating, IoT Detection, Industrial Security, FortiConverter Svc, and 24x7 FortiCare with Hardware Return and Replacement (RMA) within Next Business Day)
- Bidder can replace the existing product with similar/different product having all existing features with required licensing instead of providing licensing and warranty support for the mentioned existing product.

License Renewal & Warranty Support of Firewall Type-II Fortigate 600D or equivalent device

- Existing Unified Threat Protection (UTP) (For example, IPS, Advanced Malware Protection, Application Control, Web & Video Filtering, Antispam Service, and 24x7 FortiCare with Hardware Return and Replacement (RMA) within Next Business Day)
- Bidder can replace the existing product with similar/different product having all existing features with required licensing instead of providing licensing and warranty support for the mentioned existing product.

## Evaluation Criteria:

### Lot A:

- Any critical deviation will make the offer technically non-responsive.
- More than 1 (one) major deviation will make the offer technically non-responsive.

### Lot B:

- Any missing feature which is available in existing firewall devices and which might have critical impact in security of the campus network will make the offer technically non-responsive.

### Periodic Review (only applicable for Lot A):

This contract is valid from the effective date outlined herein and will remain valid for period upto to the end of Warranty perion as mentioned above All the terms and conditions mentioned in the Warranty Service shall be reviewed at the end of one year; however, if not reviewed during the period specified, the current terms and conditions will remain in effect. Contents of this agreement may be amended as required on mutual agreement of both the parties.

### Liquidated Damage

The Supplier ensures the warranty with parts and labor by providing timely service response and making resolution of the problem as mentioned in SLA. For any reason, if response and problem resolution time go beyond the stipulated time, the supplier shall be bound to reimburse as follows:

- **Critical Problems**

For a delay in responding such problems, 2% of the quoted value for warranty with parts and labor charge calculated for a particular month shall be deducted for every 5 minutes of any such delay over the maximum allowed response time to a maximum of 15% of the total monthly charge.

For a delay in fault resolution in case of any such problems 1% of the quoted value for warranty with parts and labor charge calculated for a particular month shall be deducted for every 1 hour of delay to a maximum of 20% of the total monthly charge.

- **Major Problems**

For a delay in responding such problems, 1% of the quoted value for warranty with parts and labor charge calculated for a particular month shall be deducted for every 1

hour of any such delay over the maximum allowed response time to a maximum of 10% of the total monthly charge.

For a delay in providing a workaround solution in case of any such problems 1% of the quoted value for warranty with parts and labor charge calculated for a particular month shall be deducted for every 6 hours of delay to a maximum of 10% of the total monthly charge.

For a delay in fault resolution in case of any such problems 1% of the quoted value for warranty with parts and laborcharge calculated for a particular month shall be deducted for every 1 week (or any of its part) of delay to a maximum of 10% of the total monthly charge.

- **Urgent Technical Query**

For a delay in responding such query, 0.25% of the quoted value for warranty with parts and labor charge calculated for a particular month shall be deducted for every 6 hours of any such delay over the maximum allowed response time to a maximum of 2% of the total monthly charge.

For a delay in providing answer to any such query 0.5% of the quoted value for warranty with parts and labor charge calculated for a particular month shall be deducted for every 1 week (or any of its part) of delay to a maximum of 3% of the total monthly charge.

- **General Query**

For a delay in responding such query, 0.1% of the quoted value for warranty with parts and laborcharge calculated for a particular month shall be deducted for every 1 day of any such delay over the maximum allowed response time to a maximum of 1% of the total monthly charge.

For a delay in providing answer to any such query 0.5% of the quoted value for warranty with parts and laborcharge calculated for a particular month shall be deducted for every 1 week (or any of its part) of delay to a maximum of 2% of the total monthly charge.

Details of Service Level Agreement (SLA) for Warranty Services with Parts and Labor is as follows:

▪ **Scope of SLA**

The scope of the SLA will be to provide support and maintenance service for all equipment to be supplied by the supplier **under this** package. The equipment (**Hardware and Software**) will fall under mentioned at Schedule of Requirement. The following table gives an overview, whereas an "X" means that the particular service is included in this offering.

For detailed description of the Services please refer to the corresponding service product Description:

Service		Included in offer
Warranty with parts and labor Service	Trouble resolution	X
	Technical Query	X
	Replacement of Faulty Parts	X
	Emergency Support/ Onsite troubleshooting	X
SW Changes Management	Software Patch Implementation	X
	Software Upgrade Implementation	Depends on Vendor and respective OEM

▪ **Obligation of the Supplier**

The Supplier agrees to offer Maintenance Services throughout the term of this Maintenance Contract as follows:

- **Services:** The Supplier agrees to offer all Services of all the equipment and services mentioned under Schedule of Requirement. The “Responsibility Matrix” against detail activities can be finalized with the successful bidder before issuance of “Notification Of Award (NOA)”.
- **Documentation, tools:** The Supplier agrees to make available all Documentation, Tools, Software, Materials and Spare parts for Client's first and second line maintenance, as described by the terms of this Maintenance Contract.
- **Personnel:** The Supplier agrees that all personnel assigned to perform maintenance tasks under this Contract will be suitably skilled for the respective tasks assigned.
- **Software:** Any Software upgrades provided under this Maintenance Contract are governed by the Software License Terms of the Supply Contract. If no Supply Contract applies, then standard software license terms will govern.
- **Safety:** The Suppliers personnel, including authorized subcontractors, will comply with any relevant safety regulations of the Client when at the Client's premises as long as such safety requirements are communicated in advance to the Supplier.

- **Covered Equipment:** The Supplier agrees to update from time to time the List of Covered Software.
  - Once a fault is reported by BdREN NOC or any authorized representative of BdREN in the form of issuing a Ticket, it will be the responsibility of the supplier to do necessary troubleshooting in order to rectify the fault.
  - The supplier will be responsible to resolve all technical issues, including identification of faulty parts, removing them and replacement of those parts with a functional one collecting it from the spares to be maintained by the client. At the same time, supplier will collect the faulty card/equipment from the client for repairing and replacing the same.
  - Once the faulty parts is repaired and returned, the supplier will replace the spares with the repaired parts and will handover the replaced spares to the client.
  - The supplier will be responsible for attending, diagnosing and troubleshooting the fault within the approved time which is allocated based on the severity of the fault.
  - Support and maintenance shall be provided for all the types of equipment supplied by the supplier.
  - In order to diagnose and troubleshoot the fault, supplier will ensure secured access to all the equipment that remains within the scope of the contract. The supplier will also make sure that they have all types of necessary tools and equipment available at their disposal to meet the support and maintenance requirement.
  - The supplier will be expected to troubleshoot any problem that manifests on the equipment, which includes handling interoperability problems with equipment belonging to BdREN or its peers or clients that might have been sourced from another vendor or provider.
  - The supplier will be responsible for handling trouble tickets, problem diagnosis, submission of proposal for resolving the problem and implementation of solutions, liaising with the BdREN and other nominated parties as appropriate.
  - Supplier will also be expected to provide monthly reports on the status of Trouble Tickets, and details of escalation procedures.
  - The supplier will inform the client about the progress of the fault resolution process from time to time and will finally inform the client once the fault is resolved.
  - The supplier will provide 7 x 24 x 365 support through Helpdesk/Web-portal as applicable.
  - Any license renewal required for the support of different products shall be done
  - The bidder will act as the single point of contact for all issues relating to the service levels

▪ **Obligation of the Client**

The Client agrees to be responsible for the following obligations throughout the term of this Maintenance Contract:

- **Software condition:** The Client agrees to maintain and operate each item of the Software strictly in accordance with the instructions and specifications of the Supplier,

as provided by the Supplier to Client under the terms of this Maintenance Contract and/or under the terms of the relevant Supply Contract between the Parties. All Software must be kept current in accordance with the supplied software version support requirements.

- **Personnel:** All personnel of the Client who perform maintenance tasks on any Software covered by this Maintenance Contract shall be competent and trained in accordance with the Supplier's recommendations and standards for each item of Software/Hardware which they will handle.
- **Safety:** The Client agrees to promptly inform the Supplier's personnel of any potential dangers or safety requirements, to the best of client's knowledge, that may affect the execution of Maintenance Services at the site. The Client must notify the Supplier in advance and in writing concerning its respective safety regulations.
- **Site access security:** The Client agrees to take all reasonable measures, whether or not prescribed by the regulations in Bangladesh and/or the regulations governing a particular site, to prevent access for third parties to the sites where the equipment is installed and operated, and to install proper warning signs outside any such site as recommended by the supplier;
- **Site access to Supplier personnel:** The Client hereby grants to the Supplier, the Supplier's Affiliates and the Suppliers subcontractors physical access to the sites as may reasonably be required to perform the Maintenance Services, and the Client agrees to make available such working spaces and facilities at the sites as may reasonably be required for the performance of the Maintenance Services.
- **Remote access:** The Client also agrees to make available to the Supplier secured Remote Access to the Network, if possible, in accordance with the requirements to be furnished by the supplier.
  - BdREN representative will be responsible for monitoring the network and will issue a Trouble Ticket whenever they will find a problem in the network. BdREN representatives may generate a Trouble Ticket for resolution of any technical query.
  - Once the fault is resolved and it is intimated by the supplier, the client will test the system and will close the Trouble Ticket, if satisfied. Otherwise, the client will provide its feedback keeping the Trouble Ticket open.
  - Once the faulty card/equipment is repaired and is returned back, it will be put back to the system and the replaced spares will be handed back to the client for storing it in the inventory.

## ■ Types of Problems and Desired Response Time

### Types of Problems

- **Critical Problem**

- Problems that severely affects services having a volume of more than 30% of total BdREN usage of service, real-time billing, if any, and requires immediate corrective actions anytime, such as:
  - A loss of service that is comparable to the total loss of effective functional capability of an entire system.
  - A reduction in capacity or traffic handling capability so that expected loads cannot be handled.
  - Any loss of safety or security of software/hardware
- **Major Problem**
  - Seriously affecting system operation, maintenance and administration, the major problems require immediate attention but the urgency is less than that of critical problems because of a lesser immediate or impending effect on system performance, end users and operation and revenue, such as:
    - Reduction in any capacity/traffic measurement function.
    - Any loss of functional visibility and/or diagnostic capability.
    - Short outages equivalent to system or subsystem, with accumulated duration of greater than 20 minutes in any 24-hour period, or that continues to repeat over longer periods.
    - Prevention of access for routine administrative activities.
    - Degradation of access for maintenance or recovery operations.
    - Degradation of the system’s ability to provide any required critical or major fault notification.
    - Any significant increase in product related end-user fault reports.
    - Excessive billing error rate or corruption of system or billing databases.
- **Minor Problem**
  - These problems are non-service affecting and do not significantly impair the function of the system or affect service to the end users.
- **Emergency Situation**
  - Widespread constraints on services and management that are caused by critical problems and should be rectified without delay.

■ **Desired Response Time**

Service	Category	Action	Response Time
Emergency	Critical Problem	Initial responses	15 minutes
		Cause Diagnosis	4 hrs
		Restoration	8 hrs
Trouble Resolution	Major Problem	Initial responses	30 minutes
		Work around	4 working days
		Final Correction	12 weeks
	Minor Problem	Initial responses	3 working days
		Work around	Not Applicable.
	Final Correction	6 months	

Service	Category	Action	Response Time
Technical Query	Urgent Request	Initial response	1 working day
		Answer	1 week
	General Request	Initial response	3 working days
		Answer	2 weeks

- **Initial response:** The initial response is sent by a service engineer on behalf of supplier after reviewing the case. The content includes the contact partner, case identification details, determination of priority and possible requirements for additional information.
- **Restoration:** Restoration means to put a system back into operation, so that the service is available again. This could be done e.g. via rebooting the system, restoring the database. If a hardware fault was the reason, the information to change the defect module will be given. Restoration does not necessarily mean to solve the problem. If the restoration requires a rebooting of the system or restoration of the database during high traffic times, work will be done with the consent of BdREN only preferably during proposed maintenance window
- **Workaround:** A workaround is a temporary measure to manage the failure situation, minimize and where possible eliminate the effect until a permanent solution is implemented. A workaround may include a software patch or operational advice.
- **Final correction:** Delivery of a solution to the Client's reported problem. The final correction must be available for the Client via the agreed media.

#### ▪ Service Management

Effective support service is an expression of maintaining consistent service levels from the part of the supplier. This section provides relevant details on monitoring of Trouble Tickets, availability of services and other related issues.

#### Service Requirements

- Support and maintenance will be available for 24 hours x 365 days.
- In case of replacement required of any spares parts it shall be available 24 hours x 365 days.

The support service will be as follows:

- Helpdesk support: This support will be from 8:00 A.M. to 10:00 P.M every day.
- Emergency Telephonic/SMS support: In case of any emergency support, the supplier will maintain a hot line telephonic service for 24x7x365 basis.
- Email support: This support services shall be maintained by trouble ticket/email and shall be monitored 8:00 A.M. to 10:00 P.M. 7 x 365 basis. Emails received outside of

mentioned hours will be collected, however no action can be guaranteed until the next day of mentioned time.

- Web Portal: Trouble Ticket generation on the Web Portal should be available all the time. Depending on priority of the fault SMS/Telephonic Call will be generated automatically to concerned service personnel.
- Onsite physical assistance guarantee will be confirmed within 1 hour.

### Service Reporting

All support related issues shall be reported to the following contact address:

Network Operations Center (NOC)

Email: [noc@bdren.net.bd](mailto:noc@bdren.net.bd)

Phone: 09612223736

Fax:

Mailing Address:

UGC Bhaban, 4<sup>th</sup> Floor

29/1 Agargaon, Sher-e-Bangla Nagar,

Dhaka.

Any escalation can be reported to the following contact address:

Package – Storage/Upgrade-1:

- Level-1
  - Jamilur Rahman, Network Engineer (NOC), Mobile: +880 1711377759, Email: [jamil@bdren.net.bd](mailto:jamil@bdren.net.bd)
- Level-2:
  - Khandakar Rashedul Arefin, Manager, Data Center, Mobile: +8801711082754, Email: [arefin@bdren.net.bd](mailto:arefin@bdren.net.bd)
- Level-3:
  - Ekhlas Uddin Ahmed, CTO, BdREN, Mobile: +8801711500046, Email: [cto@bdren.net.bd](mailto:cto@bdren.net.bd)

### Operational Acceptance Test (OAT):

A Committee will be formed to perform the Operational Acceptance Test (OAT) who will check whether the delivered equipment meets all the specification mentioned at the Technical Specification section. Upon completion, Operational Acceptance Certificate (OAC) will be awarded to the supplier signed by CEO, BdREN.

The Goods and Related warranty with parts and labor Services shall comply with following Technical Specifications for Main Item:

Item No	Name of Item or Related Service	Technical Specification and Standards
<b>LOT A: Package- Storage/Upgrade - 1: Purchase of NVMe SSD Storage System of 100TB usable capacity and Upgradable to 500TB</b>		

1	NVMe SSD Storage System	<i>In compliance with Technical Specifications and Service Level Agreement mentioned above</i>
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<b>Item No</b>	<b>Name of Item or Related Service</b>	<b>Technical Specification and Standards</b>
<b>LOT B: Package- Fortinet Firewall License or Equivalent Device: Renewal of License for FortiNet Firewall or Supply of equivalent Firewall</b>		
1	Firewall / License	<i>In compliance with Technical Specifications and Service Level Agreement mentioned above</i>

## Section 8. Drawings

### Notes on Drawings

*[Insert here a list of Drawings, including site plans, which should be attached to this section or annexed in a separate folder. The Drawings shall be clearly dated, numbered and show any revision number(s), if appropriate.]*

### FORMAT

### LOGO

**[Insert Full Contact Details of the Procuring Entity]**

## CONTRACT AMENDMENT

<b>Contract No.</b>	
<b>Amendment No.</b>	
<b>Approval Reference No.</b>	

Contract No. [insert number/year] by and between the [insert Procuring Entity's name] and [insert Supplier's legal title] for the contract named [insert name of the Goods and related services] is amended as follows:

1. GCC Clause [insert clause no], is hereby revised as \_\_\_\_\_  
\_\_\_\_\_

2. GCC Clause [insert clause no], is hereby revised as \_\_\_\_\_  
\_\_\_\_\_

and so on .

The effective date of this Amendment is [insert effective date] or upon execution whichever is later.

**ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT  
SHALL REMAIN IN FULL FORCE AND EFFECT**

THIS AMENDMENT, consisting of [insert number] page(s) and [insert number] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Procuring Entity and the Supplier have signed this Amendment.

[Supplier's Authorized Signatory]

[Procuring Entity's Authorized Signatory]

---

Signature

---

Signature

---

Title

Date

---

Title

Date

FORMAT  
**LOGO**  
 [Insert Full Contact Details of Issuing Authority]

Office Memo no: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTANCE CERTIFICATE**

01	Procuring Entity Details	
	(a) Division	:
	(b) Circle/Directorate	:
	(c) Zone/Region	:
	(d) Others ( <i>specify</i> )	:
02	Name of Supply	:
03	Contract No	:
04	Supplier's Legal Title	:
05	Supplier's Contact Details	:
06	Supplier's Trade License/Enlistment/Registration Details	:
07	Reference to NOA with Date	:
08	Original Contract Price as in NOA	:
09	Final Contract Price as Delivered	:
10	Original Contract Period	
	(a) Date of Commencement	:
	(b) Date of Completion	:
11	Actual Delivery Period	
	(a) Date of Actual Commencement	:
	(b) Date of Actual Completion	:
12	Days/Months Delivery Period Extended	:
13	Amount of LD for Delayed Delivery	:
14	Special Note ( <i>if any</i> )	:

Certified that the Goods and related services under the Contract has been delivered and completed in all respects in strict compliance with the provisions of the Contract including all plans, designs, drawings, specifications and all modifications thereof as per direction and satisfaction of the Procuring Entity/Engineer-in Charge/Other (*specify*). All defects in the Goods reported during inspection and tests have been duly rectified or replaced.

\_\_\_\_\_  
**Name and Signature of the Issuing Authority with Designation**  
*please turn over*

## Details of Delivery Completed

<b>Supplier:</b> [insert legal title]		
<b>No</b>	<b>Major Items of Delivery</b>	<b>Total Value</b> <small>(in Contract Currency)</small>

**Note: Figures shown must correspond to Total Value**

### **Sub-contractor**

[delete, if not appropriate]

<b>Sub-contractor:</b> [insert legal title]		
<b>No</b>	<b>Items/Activities</b> <small>[reference drawn to Sub-contractor Information]</small>	<b>Value</b> <small>(in Contract Currency)</small>

\_\_\_\_\_  
**Name and Signature of the Issuing Authority with Designation**

## Invitation for Tenders

*[This is the website format and as used for published advertisement.  
It is included in this document for information only]*

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH			
1	Ministry/Division	< select >	V
2	Agency	< select >	V
3	Procuring Entity Name	< type in name >	
4	Procuring Entity Code	Not used at present	
5	Procuring Entity District	< select >	V
6	Invitation for	< select > <input type="checkbox"/> < select > <input type="checkbox"/> < select > <input type="checkbox"/>	
7	Invitation Ref No	< type in name >	
8	Date	< select >	V
KEY INFORMATION			
9	Procurement Method	< select >	V < select > V
FUNDING INFORMATION			
10	Budget and Source of Funds	< select >	V
11	Development Partners (if applicable)	< type in name >	
PARTICULAR INFORMATION			
12	Project / Programme Code (if applicable)	< use MOF code >	
13	Project / Programme Name (if applicable)	< use MOF name >	
14	Tender Package No.	< type in name >	
15	Tender Package Name	< type in name >	
		Date	
16	Tender Publication Date	< select >	V
17	Tender Last Selling Date <small>[up to the day prior to the day of deadline for Submission]</small>	< select >	V
		Date	Time
18	Tender Closing Date and Time	< select >	V < select > V
19	Tender Opening Date and Time	< select >	V < select > V
20	Name & Address of the office(s) - Selling Tender Document (Principal) - Selling Tender Document (Others)	<b>Address</b>	
		< type in name >	
		< type in name >	
NO CONDITIONS APPLY FOR SALE, PURCHASE OR DISTRIBUTION OF TENDER DOCUMENTS			
		< type in name >	
		< type in name >	
21	Place / Date / Time of Pre-Tender Meeting (Optional)	< type in name >	
		Date	Time
		< select >	V < select > V
INFORMATION FOR TENDERER			
22	Brief Eligibility and Qualification of Tenderer	< type in name >	

23	Brief Description of Goods	< type in name >
24	Brief Description of Related Services	< type in name >

25	Price of Tender Document (Tk)			< type in price >	
	Lot No	Identification of Lot	Location	Tender Security Amount (Tk)	Completion Time in Weeks / Months
26	1	< type in name >	< type in name >	<type in>	<type in>
27	2	< type in name >	< type in name >	<type in>	<type in>
28	3	< type in name >	< type in name >	<type in>	<type in>
29	4	< type in name >	< type in name >	<type in>	<type in>
30	Name of Official Inviting Tender			< type in name >	
31	Designation of Official Inviting Tender			< type in name >	
32	Address of Official Inviting Tender			< type in name >	
33	Contact details of Official Inviting Tender			< Tel. No. >	< Fax No. >   < e-mail >
34	The Procuring Entity reserves the right to reject all Tenders or annul the Tender proceedings				

<select> : these fields are “pop-up” fields and the procuring entity will only have to select the correct name, address or date in order to complete the form.

<type in name> : these fields are to be completed by typing in the relevant data.