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**GOVERNMENT OF THE PEOPLE’S REPUBLIC OF BANGLADESH**

**Request for Quotation Document (National)**

**For Procurement of Goods**

**[Request for Quotation Method]**

(for values up to Taka 0.5million/5 Lac)

**Central Procurement Technical Unit**

**Implementation Monitoring and Evaluation Division**

**Ministry of Planning**

###### February 2017 PG1(RFQ)

# Guidance Notes on the use of

# The Request for Quotation Document

1. These guidance notes have been prepared by the CPTU to assist a Procuring Entity in the preparation of Quotation document, using the Standard Request for Quotation, SRFQ, for the procurement of low value simple, off-the-self, low value Goods and related services. All concerned are advised to refer to the Public Procurement Rules, 2008 issued to supplement the Public Procurement Act, 2006; available on CPTU’s website: <http://www.cptu.gov.bd/>. Guidance notes are provided for both the Procuring Entity and the Quotationer.

# The procurement under Request for Quotation Method (RFQM) shall follow the provisions pursuant to Rules 69 to 73 of the Public Procurement Rules, 2008 in accordance with Section 32 of the Public Procurement Act, 2006.SRFQ is based upon best national practices that have been adapted to suit the particular needs of procurement.

1. The use of SRFQ (**PG1**) applies when a Procuring Entity intends to select a Quotationer (a Supplier) for the Procurement of Goods and related services under RFQ Method (RFQM)pursuant to Rule 69(3) of the Public Procurement Rules, 2008.

# Pursuant to Rule 71(1) and Rule 71(2) of the Public Procurement Rules, 2008, RFQ shall be invited through letter, Fax and e-mail. RFQ shall not be required to be advertised in the daily newspapers but for the minimum circulation the Procuring Entity shall publish that advertisement in its website (if any), including posting in the Notice Board and, shall send with request for publication to the administrative wing of some other Procuring Entities nearby.

# Pursuant to Rule 71(3) of the Public Procurement Rules, 2008, RFQ Document shall be issued or made available to potential Quotationers ‘free-of-cost’.

1. The time-limit for Request for Quotation shall in no case exceed ten **(10)** days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.

# No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required pursuant to Rule 70(6) of the Public Procurement Rules, 2008.

# Submission, Opening and Evaluation of the Quotations shall respectively be dealt with pursuant to Rule 72(1), Rule 72(2) and Rule73(1) of the Public Procurement Rules, 2008 as specified in RFQ.

1. The criteria for evaluation, pursuant to Rule 70(4) of the Public Procurement Rules, 2008, shall be pre-disclosed.
2. Pursuant to Rule 69(5) of the Public Procurement Rules, 2008 the Quotation for standard off-the-shelf low value readily available Goods and related services shall usually be on **‘Unit-Rate’** basis.
3. The specifications of Goods and related services shall be framed pursuant to Rule 29 of the Public Procurement Rules, 2008.
4. Splitting the object of Procurement is not permissible pursuant to Rule 69(4) (ka)of the Public Procurement Rules, 2008.
5. The Procuring Entityshall issue the Purchase Order, pursuant to Rule 73(5) of the Public Procurement Rules, 2008, to the successful Quotationer following recommendations of the Evaluation Committee and approval thereupon of the Approving Authority.
6. The Warranty Period shall usually **6 (Six) months**.
7. The Procuring Entity shall further be required to maintain the record of procurement proceedings pursuant to Rule 43 of the Public Procurement Rules, 2008.

Government of the People’s Republic of Bangladesh

Office of the Project Director

Pirojpur-Gopalganj-Bagerhat Integrated Agricultural Development Project(Marketing Part)

Department of Agricultural Marketing

Bagerhat.

**REQUEST FOR QUOTATION**

for

# Raw Materials (Listed)

**RFQ No:12.02.4001.535.35.020.17.104**  **Date: 13.02.2017**

To

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The ***Pirojpur-Gopalganj-Bagerhat Integrated Agricultural Development Project (DAM)*** has been allocated public funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
2. Detailed Specifications and, Design & Drawings for the intended Goods and related services shall be available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
3. Quotation shall be prepared and submitted using the ’Quotation Document’.
4. Quotation shall be completed properly, duly signed-datedeach page by the authorized signatory and submitted by the date to the office as specified in **Para 6** below.
5. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and delivery of the Goods (if awarded) respectively.
6. Quotation in a sealed envelope or by fax or through electronic mail shall be submitted to the office of the undersigned **on or before** *20.02.2017.* Time: 01.00 pm. The envelope containing the Quotation must be clearly marked **“*Quotation for Raw Materials (Listed)”*** and DO NOT OPEN before *20.02.2017. Time 02.00 pm.*Quotations received later than the time specified herein shall not be accepted.
7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as statedin **Para 6** above and,all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
8. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.
9. All Quotations must be valid for a period of at least ***14 (Fourteen) days*** from the closing date of the Quotation.
10. No public opening of Quotations received by the closing date shall be held.
11. Quotationer’s rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.
12. Rates shall be quoted and, subsequent payments under this Contract shall be made in Taka currency. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.
13. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid **Trade License**, **Tax Identification Number (TIN),VAT Registration Number** and **Financial Solvency Certificate** from any scheduled Bank; without which the Quotation may be considered non-responsive**.**
14. Quotations shall be evaluated based on information and documents submitted with the Quotations,by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.
15. In case of anomalies between unit rates or prices and the total amount quoted, the unit rates or prices shall prevail. In case of discrepancy between words and figures the former will govern. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
16. The supply of Goods and related services shall be completed within ***7 (Seven) days*** from the date of issuing the Purchase Order.
17. The Purchase Order that constitutes the Contract binding upon the Supplier and the Procuring Entity shall be issued within ***3 (Three) days*** of receipt of approval from the Approving Authority.
18. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

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Name: Pronab Kumar Roy

Designation: Project Director

Date: 13.02.2017

Address: 1 no. East Dasani Cross Road, Bagerhat.

Phone No. 0468-64382 Fax No. 046864544

**Distribution:**

1. Director General, Department of Agriculture Marketing, KhamarBari, Farmgate, Dhaka, is kindly requesting to publish this notification on the website [www.dam.gov.bd](http://www.dam.gov.bd) till submission deadline.
2. Project Coordination Director, Project Coordination Unit (PCU), Khamarbari, Farmgate, Dhaka.
3. Project Director, Integrated Agricultural Development project in Pirojpur-Gopalganj-Bagerhat, (BADC), Khulna.
4. Project Director, Integrated Agricultural Development project in Pirojpur-Gopalganj-Bagerhat(DAE), Kamlapur, Bagerhat.
5. Project Director, Integrated Agricultural Development project in Pirojpur-Gopalganj-Bagerhat,(SRDI), Khulna.
6. Project Director, Integrated Agricultural Development project in Pirojpur-Gopalganj-Bagerhat (BARI), Gopalganj.
7. Project Director, Integrated Agricultural Development project in Pirojpur-Gopalganj-Bagerhat(BRRI), Gopalganj.
8. Notice Board, Department of Agriculture Marketing, KhamarBari, Farmgate, Dhaka.
9. Notice Board, Deputy Commissioners Office, Bagerhat.
10. Notice Board, Divisional Office, Department of Agricultural Marketing, Khulna/Dhaka.
11. Notice Board, Office of the DMO, Bagerhat.
12. Office Notice Board.
13. Office File.

## Quotation Submission Letter

**[Use Letter-head Pad]**

RFQ No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:

To:

*[Name and address of Procuring Entity]*

I/We, the undersigned, offer to supply in conformity with the Terms and Conditions for delivery ofthe Goods and related services named **[insert name of goods]**

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

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

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

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

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

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

|  |
| --- |
|  |
| Signature of Quotationer with Seal |
| Date: |

**Price Schedule for Goods**

**RFQ NO.\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl  no | Item  no | Description of Items | | Unit  of  Measurement | Quantity | Unit  Rate or Price | | Total Amount | Destination for Delivery of Goods |
| In figure | In words | In figure  In words |
| ***1*** | ***2*** |  | ***3*** | ***4*** | ***5*** | ***6*** | ***7*** | ***8*** | ***9*** |
|  | 1. | Spices | Chilli/pepper powder (Brand) (gwiP ¸ov) | Kilogram | 2kg |  |  |  | Project Office, Bagerhat. |
| Coriander Powder (Brand) (a‡b ¸ov) | Kilogram | 2kg |  |  |  |
| Bay leaf (‡ZRcvZv) | Kilogram | 1kg |  |  |  |
| Cumin Powder (Brand) (wRiv ¸ov) | Kilogram | 2kg |  |  |  |
| Methi powder (Brand) | Kilogram | 1kg |  |  |  |
| Turmeric powder (Brand) (njy` ¸ov) | Kilogram | 2kg |  |  |  |
| Black pepper (‡MvjgwiP) | Kilogram | 1kg |  |  |  |
| Panchforon (Brand) | Kilogram | 4kg |  |  |  |
| Onion | Kilogram | 20kg |  |  |  |
| Garlic | Kilogram | 30kg |  |  |  |
| Ginger | Kilogram | 10kg |  |  |  |
| Cinnamon (`viæwPwb) | Kilogram | 2kg |  |  |  |
| Cloves (je½) | Kilogram | 1.5kg |  |  |  |
| Cardamom (GjvP) | Kilogram | 2kg |  |  |  |
| Mace (‰RwÎ) | Kilogram | 0.5kg |  |  |  |
| Nutmeg (Rvqdj) | Kilogram | 0.5kg |  |  |  |
| Black cumin (Kv‡jvwRiv) | Kilogram | 2kg |  |  |  |
|  | 2. | Preservatives | Sodium Benzoate (M/I) | Kilogram | 1.5kg |  |  |  |
| Potassium Meta- bisulphate (KMS) (M/I) | Kilogram | 2kg |  |  |  |
| Vinegar (5-20% Acetic Acid) (Korea) | Kilogram | 10kg |  |  |  |
| Acetic acid (Korea) | Kilogram | 2.5kg |  |  |  |
| Citric Acid (M/I) | Kilogram | 5kg |  |  |  |
| Topica Starch (M/I) | Kilogram | 2kg |  |  |  |
| Pectin/edible agar powder (M/I) | Kilogram | 1kg |  |  |  |
|  | **3.** | **Other Materials** | Mustard oil (Brand) | Liter | 30 liter |  |  |  |
| Mustard Seed | Kilogram | 10 kg |  |  |  |
| Olive oil (Brand) | Liter | 2 liter |  |  |  |
| Raisin (wKmwgm) | Kilogram | 5 kg |  |  |  |
| Cornflower | Kilogram | 1 kg |  |  |  |
| Salt (Iodized) | Kilogram | 5 kg |  |  |  |  |
| Black salt (weU jeb) | Kilogram | 5 kg |  |  |  |
| Sugar | Kilogram | 40 kg |  |  |  |
| Tamarind | Kilogram | 30 kg |  |  |  |
|  | 4. | Bottle  (200 ml)  with cap | a) Bottle Height- 113mm (+-) 1.1mm  b) Bottle Diameter- 58 mm (+-) 1.2 mm  c) Bottle Brimful capacity – 210 ml (+-) 8 ml  d) Bottle Materials : Food Grade Glass  Cap: MS Sheet with Coated  (any color) | Number | 3400 pcs |  |  |  |
|  | 5. | Bottle (400ml)  with cap | a) Bottle Height- 130mm (+-) 1.2mm  b) Bottle Diameter- 74.5 mm (+-) 1.4 mm  c) Bottle Brimful capacity – 400 ml (+-) 10 ml  d) Bottle Materials : Food Grade Glass  Cap: MS Sheet with Coated  (any color) | Number | 3500 pcs |  |  |  |
|  | 6. | Juice bottle (250 ml) with cap | 1.Bottle Capacity - 250 ml  2.Bottle Height -176 mm  3. Bottle Materials-(PET) Food Grade Plastic | Number | 6000 pcs |  |  |  |
|  | 7. | Juice bottle  (500 ml) with  cap | 1.Bottle Capacity - 500 ml  2.Bottle Height –223 mm  3.Bottle Materials : (PET) Food Grade Plastic | Number | 4000 pcs |  |  |  |
| **Total Amount for Supply of Goods**  **(inclusive of VAT and all applicable taxes; *see Note 2 below*)** | | | | | | | In figure |  |  |
| In words |  |  |
| Goods to be supplied to | | | | Project Office, Bagerhat. | | | | | |
| Total Amount in  Taka (in words) | | | | **[enter the Total Amount as in Col.8 above for the delivery of Goods and related services].** | | | | | |
| Delivery Offered | | | | **07 (Seven) days from date of issuing the Purchase Order** | | | | | |
| Warranty Provided | | | | **06 (Six) months from date of completion of the delivery; state none if not applicable]** | | | | | |

# [insert number] number corrections made by me/us have been duly initialed in this Price Schedule. My/Our Offer is valid

# until dd/mm/yy[insert Quotation Validity date].

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

**Technical Specification of the Goods Required**

| **Sl**  **no** | **Item**  **no** | **Description of Items** | | **Full Technical Specification**  **and Standards** | **Country of**  **Origin** | **Make and Model** |
| --- | --- | --- | --- | --- | --- | --- |
| ***1*** | ***2*** |  | ***3*** | ***4*** | ***5*** | ***6*** |
| 1. |  | Spices | Chilli/pepper powder (Brand) (gwiP ¸ov) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Coriander Powder (Brand) (a‡b ¸ov) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Bay leaf (‡ZRcvZv) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Cumin Powder (Brand) (wRiv ¸ov) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Methi powder (Brand) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Turmeric powder (Brand) (njy` ¸ov) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Black pepper (‡MvjgwiP) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Panchforon (Brand) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Onion | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Garlic | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Ginger | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Cinnamon (`viæwPwb) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Cloves (je½) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Cardamom (GjvP) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Mace (‰RwÎ) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Nutmeg (Rvqdj) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Black cumin (Kv‡jvwRiv) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
|  |  | Preservatives | Sodium Benzoate (M/I) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Potassium Meta- bisulphate (KMS) (M/I) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Vinegar (5-20% Acetic Acid) (Korea) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Acetic acid (Korea) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Citric Acid (M/I) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Topica Starch (M/I) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Pectin/edible agar powder (M/I) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
|  |  | Other Materials | Mustard oil (Brand) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Mustard Seed | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Olive oil (Brand) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Raisin (wKmwgm) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Cornflower | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Salt (Iodized) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Black salt (weU jeb) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Sugar | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
| Tamarind | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
|  |  | Bottle (200 ml) with cap | a) Bottle Height- 113mm (+-) 1.1mm  b) Bottle Diameter- 58 mm (+-) 1.2 mm  c) Bottle Brimful capacity – 210 ml (+-) 8 ml  d) Bottle Materials : Food Grade Glass  Cap: MS Sheet with Coated  (any color) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
|  |  | Bottle (400ml) with cap | a) Bottle Height- 130mm (+-) 1.2mm  b) Bottle Diameter- 74.5 mm (+-) 1.4 mm  c) Bottle Brimful capacity – 400 ml (+-) 10 ml  d) Bottle Materials : Food Grade Glass  Cap: MS Sheet with Coated  (any color) | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
|  |  | Juice bottle (250 ml) with cap | 1.Bottle Capacity - 250 ml  2.Bottle Height -176 mm  3. Bottle Materials-(PET) Food Grade Plastic | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |
|  |  | Juice bottle (500 ml) with cap | 1.Bottle Capacity - 500 ml  2.Bottle Height –223 mm  3.Bottle Materials : (PET) Food Grade Plastic | Mentioned by the bidder. | Mentioned by the bidder. | Mentioned by the bidder. |

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

|  |  |
| --- | --- |
| **Signature of Quotationer with Seal** | Date: |
| Name of Quotationer |

**Note:**

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

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

**PURCHASE ORDER FOR THE SUPPLY OF GOODS**

[insert name of the supplies in brief]

**Purchase Order No.\_\_\_\_\_\_\_\_\_\_\_Date: dd/mm/yy**

|  |  |
| --- | --- |
| **RFQ No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Date:dd/mm/yy** |
| **To:**  **[name and address of the Supplier]** |  |
| **Delivery Date: [insert completion date]** | **Order Value:TK. [insert Contract Price]** |
| **Delivery: As per Terms and Conditions** | |

The Purchaser has accepted your Quotation dated **[insert date]** for the supply of Goods and related services as listed below and requests that you supply the Goods and related services within the delivery date stated above, in the quantities and units in conformity with the Technical Specifications under the Terms and Conditions as annexed.

|  |
| --- |
| **ORDER ITEMS** |
| Attached Certified photocopy of approved Priced Schedule for Goods and related services  Attached Certified photocopy of approved Technical Specification of the Goods Required  Attached Certified photocopy of Terms and Conditions |
| For the Purchaser:  Signature of the Procuring Entity with name and Designation |
| Date |

**Attachments**: As stated above

# 

# Terms and Conditions

# for

# Supply of Goods and Payment

1. Terms and Conditions contained herein shall be binding upon both the Procuring Entity and the Supplier for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Terms and Conditions shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2008.
3. The Supplier shall have to complete the delivery in all respects within ***7 (Seven) days*** of issuing the Purchase Order in conformity with the Terms and Conditions**.**
4. The Supplier shall be entitled to an extension of the Delivery Schedule if the Procuring Entity delays in receiving the Goods and related services or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
5. All delivery under the Contract shall at all times be open to examination, inspection, measurements, testing, commissioning, and supervision of the Procuring Entity or his/her authorized representative.
6. The Procuring Entity shall check and verify the delivery made by the Supplier in conformity with the Technical Specifications and notify the Supplier of any Defects found.
7. If the Goods are found to be defective or otherwise not in accordance with the specifications, the Procuring Entity may reject the supplies by giving due notice to the Supplier, with reasons.
8. The Supplier shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
9. Notwithstanding any other practice, the payment shall be based on the actual delivery of goods on the basis of the quantity of each item of Goods in accordance with the Priced Schedule and Specifications.100% of the Contract price of the Goods and related services shall be paid after submission and acceptance of the Delivery Chalan.
10. The Supplier’s rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
11. The total Contract Price is BDT **[ insert figure][in words].**
12. The minimum Warranty Period of the Supplies shall be **06 (Six) months** starting from the date of completion of delivery in the form of submission by the Supplier and acceptance by the Procuring Entity, of the Delivery Chalan.
13. The Supplier shall remain liable to fulfil the obligations pursuant to Rule 40 (5) of the Public Procurement Rules, 2008.
14. The Supplier shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while delivering the Goods and related services .
15. Any claim arising out of delivery of Goods and related services shall be settled by the Supplier at his/her own cost and responsibility.
16. Damage to the Goods during the Warranty Period shall be remedied by the Supplier at the Supplier’s own cost, if the damage arises from the supply and installation by the Supplier.
17. No modification to Scope of Supply and no Variations to the quantities ordered shall be permissible under any circumstances.
18. **The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Terms and Conditions in line with Rules, where necessary.**
19. The Procuring Entity may, by written Notice sent to the Supplier, terminate the Contract in whole or in part at any time, if the Supplier:
    1. fails to deliver Goods and related services as per Delivery Schedule and Specifications.
    2. in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in delivery of goods and related services.
    3. fails to perform any other obligation(s) under the Contract.
20. The Procuring Entity and the Supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
21. The Supplier shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.
22. Documents (essential and additional) have to be affixed as appendix with the quotation submission letter.

a) Essentials: i) Valid Trade licence, VAT & TIN, Bank Solvency

ii) General Experience – 3 years & Particular Experience – 2 years

b) Additional: Brochures, etc. (Where necessary).

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