

Rural Electrification and Renewable Energy Development Project-II (REREDP-II) - Additional Financing-II

**TENDER DOCUMENT
FOR THE PROCUREMENT OF GOODS
FOR IDA FINANCED PROJECT**

Name of the Tender:

Supply and Installation of IT Equipment for IDCOL (3 Lots)

Lot-1: Supply of 4 units Server, 3 units of VMware License, 8 units of Microsoft Windows Server Standard License (Perpetual), 2 units of Switch-Core-CISCO, and 02 units of Firewall

Lot-2: Supply of 30 units of Laptop Core i3, 54 units of Laptop Core i5, 68 units of Desktop Computer, 63 units of Monitor, 122 units of Multifunctional Hub, 2 units of Photocopier Machine, 04 units of Printer, 05 units of Projector, 04 units of Scanner, Supply and Installation of CCTV Surveillance System with NVR & IP Camera, and 01 unit of 6KVA Online UPS

Lot-3: Supply and Installation of 19 ton of AC for IDCOL

(Through National Competitive Bidding)

Invitation for Tender Ref. No. : IDCOL/2023/JUL/NCB/02
Issued on : 17 October 2023
Tender Package No. : G-69 under REREDP-II (AF-II)



Infrastructure Development Company Limited

UTC Building (Level-16), 8 Panthapath, Kawran Bazar, Dhaka-1215



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Section 1. Instructions to Tenderers

A. General

- 1. Scope of Tender**
- 1.1 The Procuring Entity named in the Tender Data Sheet (TDS) (hereinafter referred to as the "Procuring Entity") wishes to issues these Tender Documents for the supply of Goods, and Related Services incidental thereto, as specified in the **TDS** and as detailed in Section 6: Schedule of Requirements.
- 1.2 The name of the Tender and the number and identification of its constituent lot(s) are stated in the **TDS**.
- 1.3 The successful Tenderer will be required to complete the delivery of the goods and related services (when applicable) as specified in the GCC Clause 18.
- 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) "Tender Document ", means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of its Tender;
 - (e) "Tender ", depending on the context, means a Tender I submitted by a Tenderer for delivery of Goods and Related Services to a 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 a Procuring Entity under Government budget, or loan, grants and credits placed at the disposal of a Procuring Entity through the Government by the Bank or foreign states or organizations.
- 3.3 Payments by the Bank, if so indicated in the **TDS**, will be made only at the request of the Government and upon approval by the Bank in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

4. Corrupt, Fraudulent, Collusive or Coercive Practices

- 4.1 The Government and the Bank requires that Procuring Entities, as well as Tenderers (including their suppliers, 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.
- 4.2 For the purposes of ITT Sub-clause 4.3 the terms set forth as bellows:
- (a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a 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 a 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** 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.
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind is determined by the Procuring Entity or the Bank, this will be dealt with in accordance with the provisions of the Procurement Guidelines of the Bank as stated in the **TDS** in combination with ITT sub-clause 4.4 and the Procurement Laws.

- 4.4 If corrupt, fraudulent, collusive or coercive practices of any kind determined against any Tenderer (including its suppliers, manufacturers, sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing a contract under public fund, the Bank shall :
- (a) exclude the concerned Tenderer from further participation in the concerned procurement proceedings;
 - (b) reject any recommendation for award that had been proposed for that concerned Tenderer;
 - (c) 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, or coercive practices during the procurement or the execution of that contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Bank to remedy the situation; and
 - (d) sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Bank's 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 Bank-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 Bank-financed contract
- 4.5 The Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion and obstruction as stated in GCC Clause 3 and 42.1(d).
- 4.6 In further pursuance of this policy, Tenderers, suppliers and contractors, and their manufacturers, sub-contractors, agents, personnel, consultants, service providers shall permit the Government and the Bank 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 Bank.

5. Eligible Tenderers

- 5.1 A Tenderer, and all partners constituting the Tenderer, may have the nationalities of any country except the nationalities specified in the **TDS**.
- 5.2 A Tenderer may be a physical or juridical individual or body of individuals, or company, association invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.
- 5.3 Government-owned enterprises in Bangladesh shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Procuring Entity.
- 5.4 The Tenderer shall have the legal capacity to enter into the Contract.

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- 5.5 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if:
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this Tender; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this tendering process; or
 - (e) a Tenderer or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Tender; or
 - (f) a Tenderer, or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer for the contract.
- 5.6 The Tenderer in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 4.3.
- 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 The Tenderer 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 The Tenderer 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.
- 5.10 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.
- 5.12 A Tenderer is under declaration of ineligibility by the Bank and / or the Procuring Entity in accordance with the above ITT clause 4, or in relation to the Bank's *Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants*, shall not be eligible to be awarded a contract.

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- 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.
- 6.3 For purposes of this clause, “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 6.4 The origin of goods and services is distinct from the nationality of the Tenderer. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
- 7. Site Visit**
- 7.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Tenderer, at the Tenderer’s own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Tender and entering into a contract for the supply of goods and related services.
- 7.2 The Tenderer should ensure that the Procuring Entity is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 7.3 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 shall reject any Tender if the Tender Document was not purchased directly from the Procuring Entity, or through its agent as stated in the **TDS**.

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- 8.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as addendum to Tender Documents.
- 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 Entities address indicated in the **TDS** before two-third of time allowed for preparation and submission of Tender elapses.
- 9.2 A 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 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 one week (7 days) after holding the meeting to all those who purchased the Tender Document and even those who did not attend the meeting.
- 10.3 Any amendment to the Tender Document listed in ITT Sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Amendment as stated under ITT Sub-Clause 11 and not through the minutes of the pre-Tender meeting.
- 10.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.
- 11. Addendum to Tender Documents**
- 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 Tenderer shall acknowledge receipt of an addendum within three (3) working days.
- 11.4 Tenderers who have purchased the Tender Documents but have not received any addendum issued under ITT Sub-clause 11.1 shall inform the Procuring Entity of the fact by fax, mail or e-mail before two-third of the time allowed for the submission of Tenders has elapsed.
- 11.5 Procuring Entities shall also ensure posting of relevant addenda with the reference number and date on their website including Notice board.
- 11.6 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 36.
- 11.7 If an addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, a 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 (3) working days.

C. Qualification Criteria

12. General Criteria

- 12.1 The Procuring Entity requires the Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, will result in rejection of its Tender.
- 12.2 In addition to meeting the eligibility criteria, as stated in ITT Clause 5, the Tenderer must satisfy the other criteria stated in ITT Clauses 13 to 15 inclusive.
- 12.3 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lot. The requirement of overall experience and specific experience under ITT Sub-Clause 14.1 (a) and 14.1 (b) shall not be separately applicable for individual lot.

13. Litigation History

- 13.1 The maximum number of arbitration awards against the Tenderer over a period shall be as specified in the **TDS**.



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- 14. Experience Criteria**
- 14.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
- (a) A minimum number of years of overall experience in the supply of goods and related services as specified in the **TDS**; and
 - (b) A minimum supply and/or production capacity of Goods as specified in the **TDS**.
 - (c) (c) a minimum supply and/or production capacity of Goods as specified in the TDS.
- 15. Financial Criteria**
- 15.1 The Tenderer shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
- (a) Satisfactory completion of supply of similar goods of minimum value stated in the **TDS** under maximum number of contracts stated in **TDS** within the period stated in **TDS**; and
 - (b) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the **TDS**.
- 16. Appointment of Subcontractor**
- 16.1 Tenderer is allowed to sub-contract a portion of the Supply.
- 16.2 The Tenderer shall specify in its Tender all portion of the Goods that will be Subcontracted, if any, including the entity(ies) to whom each portion will be subcontracted to, subject to the maximum allowable limit for subcontracting of Goods specified in the **TDS**.
- 16.3 All subcontracting arrangement must be disclosed at the time of Tendering, and subcontractors must be identified in the Tender submitted by Tenderer.
- 16.4 A Subcontractor may participate in more than one Tender, but only in that capacity.
- 16.5 Subcontractors must comply with the provision of ITT Clause 5. For this purpose contractor shall complete the Subcontractor's information in Form PG3-1 for submission with tender.
- 16.6 If the Procuring Entity determines that a subcontractor is ineligible, the subcontracting of such portion of the Goods assigned to the ineligible subcontractor shall be disallowed.

D. Tender Preparation

- 17. Only One Tender**
- 17.1 If a Tender for Goods is invited on 'lot-by-lot' basis, each lot shall constitute a Tender. A Tenderer shall submit only one (1) Tender for each lot, A Tenderer who submits or participates in more than one (1) Tender for each lot will cause all the Tenders with that Tenderer's participation to be rejected.

- 17.2 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.
- 18. Cost of Tendering**
- 18.1 The Tenderer 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 A Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price if the advertisement has been published in 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 The Tender shall be written in English language. Correspondence and documents relating to the Tender may be written in the English or Bangla language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 20.2 The Tenderer 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) Tender Submission Letter (Form PG3-1) as furnished in Section 5: Tender and Contract Forms;
 - (b) Tenderer information sheet (Form PG3-2) as furnished in Section 5: Tender and Contract Forms;
 - (c) The completed Price Schedule for Goods and Related Services (Form PG3-3A and PG3-3B) as furnished in Section 5: Tender and Contract Forms as stated under ITT Clauses 23 and 24;
 - (d) Tender Security as stated under ITT Clause 29,30 and 31;
 - (e) The completed Specifications Submission and Compliance Sheet (Form PG3-4) as furnished in Section 5: Tender and Contract Forms as stated under ITT clause 25.2;
 - (f) Alternatives, if permitted, as stated under with ITT Clause 22;
 - (g) Written confirmation authorising the signatory of the Tender (Form PG3-1A) as furnished in Section 5: Tender and Contract Forms,

to commit the Tenderer, as stated under ITT Sub-Clause 34.3;

- (h) The completed eligibility declarations, to establish its eligibility as stated under ITT Clause 5, in the Tender Submission Sheet (Form PG3-1), as furnished in section 5: Tender and Contract Forms;
- (i) An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the Tenderer or employees of a Tenderer entering into or signing a Contract with the Procuring Entity as stated under ITT clause 5;
- (j) An affidavit confirming that the tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceedings for any of the foregoing as stated under ITT Clause 5;
- (k) A certificate issued by the competent authority stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number or in lieu any other document acceptable to the Procuring Entity demonstrating that the Tenderer is a genuine Tax payer and has a VAT registration number as a proof of fulfillment of taxation obligations as stated under ITT Clause 5;
- (l) Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh as stated under ITT Clause 5;
- (m) The country-of-origin declarations, to establish the eligibility of the Goods and Related Services as stated under ITT Clause 6, in the Price Schedule for Goods and Related Services (Form PG3-3A and PG3-3B) as furnished in Section 5: Tender and Contract Forms;
- (n) Documentary evidence as stated under ITT Clauses 25, that the Goods and Related Services conform to the Tender Documents;
- (o) Documentary evidence as stated under ITT Clause 26 that the Tenderer's qualifications conform to the Tender Documents;
- (p) Documents establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub-clause 5.3 in case of government owned entity; and
- (q) Any other document as specified in the **TDS**.

- 22. Alternatives** 22.1 Unless otherwise stated in the **TDS**, alternatives shall not be considered.
- 23. Tender Prices, Discounts and Price adjustment** 23.1 The prices and discounts quoted by the Tenderer in the Tender Submission Letter (Form PG3-1) and in the Price Schedule (Form PG3-3A and PG3-3B) shall conform to the requirements specified below.
23.2 All lots or items as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule following the Form PG3-3A and PG3-3B.

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- 23.3 Tenders are being invited either for one or more items on an 'item-by-item' basis or a single lot or for a number of lots on 'lot-by-lot' basis, as specified in the **TDS**.
- 23.4 Each lot shall constitute a Tender, If Tenders for Goods are invited on 'lot-by-lot' basis. If Tender for Goods are invited for one or more items on an 'item-by-item' basis, each such item shall constitute a Tender.
- 23.5 The offer shall correspond to full quantity under that particular item, if Tender for Goods are invited for one or more items on 'item-by-item' basis as stated under ITT Sub Clause 23.3.
- 23.6 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**.
- 23.7 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 23.6 and the corresponding minimum value based on percentage of the total lot value as specified in the ITT Sub-Clause 23.6 shall also be considered non-responsive.
- 23.8 Subject to ITT Sub-Clause 23.6, 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 23.6, shall be considered non-responsive.
- 23.9 The price to be quoted in Tender Submission Letter (Form PG3-1) shall be the total price of the Tender inclusive of all taxes, customs and VAT but, excluding any discounts offered. Tenderers wishing to offer any conditional/unconditional discounts shall specify in their Tender submission letter (Form PG3-1).
- 23.10 The Tenderer wishing to offer any price reduction(discount) for the award of more than one Contract shall specify the applicable method for price reduction, the Tenderer shall quote any conditional discounts and indicate the method for their application in the Tender Submission Letter (Form PG3-1).
- 23.11 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and shall not be subject to variation on any account, unless otherwise specified in the **TDS**.
- 23.12 In the case of fixed price contracts as stated under ITT Sub Clause 23.11, a Tender submitted with an adjustable price option shall be treated as non-responsive.
- 23.13 However, if under the ITT Sub-Clause 23.11, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price shall not be rejected, but the price adjustment shall be treated as zero.



24. **Tender Currency** 24.1 The Tenderer shall quote all prices in the Tender Submission Letter and in the Bill of Quantities in Bangladesh Taka currency unless otherwise specified in the **TDS**.
25. **Documents Establishing the Conformity of the Goods and Related services** 25.1 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.
- 25.2 Documentary evidence of conformity of the Goods and 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) if so required in **TDS**, tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the **TDS**, following commencement of the use of the Goods by the Procuring Entity; and
 - (c) an item-by-item commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the Goods and Related services to those specifications, or a statement of deviations and exceptions to the provisions of Section 7. Technical Specifications.
26. **Documents Establishing Qualifications of the Tenderer** 26.1 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- (a) that the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria of the ITT;
 - (b) that, if required in the **TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization Letter (Form PG3-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.; and
 - (c) that, if required in the **TDS**, in case of a Tenderer not doing business within Bangladesh, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance.
- 26.2 A Procuring Entity shall disqualify a Tenderer who submits a document containing false information for purposes of qualification or mislead or makes false representations in proof of qualification requirements. A Procuring Entity may declare such a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.
- 26.3 A Procuring Entity may disqualify a Tenderer if it finds at any time that the information submitted concerning the qualifications of the Tenderer was materially inaccurate or materially incomplete.

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- 27. Validity Period of Tender**
- 27.1 Tender validities shall be determined on the basis of the complexity of the Tender and the time needed for its examination, evaluation, approval of the Tender and issuance of the Notification of Award.
- 27.2 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity, as stated under ITT Clause 36. A Tender valid for a period shorter than that specified will be rejected by the Procuring Entity as non- responsive.
- 28. Extension of Tender Validity and Tender Security**
- 28.1 In justified exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may solicit. **not later than ten (10) days** before the expiry date of the Tender validity, compulsorily all the Tenderers' consent to an extension of the period of validity of their Tenders.
- 28.2 The request for extension of Tender validity period shall state the new date of the validity of the Tender.
- 28.3 The request from the Procuring Entity and the responses from the Tenderers will be made in writing.
- 28.4 The Tenderers consenting in writing to the request made by the Procuring Entity under ITT Sub-Clause 28.1 shall also correspondingly extend the validity of its Tender Security for twenty-eight (28) days beyond the new date for the expiry of Tender validity.
- 28.5 The Tenderers consenting in writing to the request under ITT Sub- Clause 28.1 shall not be required or permitted to modify its Tender in any circumstances.
- 28.6 If the Tenderers are not consenting in writing to the request made by the Procuring Entity under ITT Sub-Clause 28.1, its Tender will not be considered for subsequent evaluation.
- 29. Tender Security**
- 29.1 The Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form and in the amount, as specified in the **TDS**.
- 29.2 If the Tender is a Joint Venture, the Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the title of the existing or intended joint venture (JV) or any of the partners of that JV or in the names of all future partners as named in the Letter of Intent of the JV, a Tender Security in original form and in the amount as stated under ITT Sub Clause 29.1.
- 29.3 One Tender security, at the percentage as specified in **TDS**, of the total value of the items or lots offered by the Tenderer, may be submitted, if so indicated that the Tenders for one or more items are invited on an 'item-by-item basis' or on 'lot-by-lot basis' and Tender containing less than five(5) items in a lot or less than five (5) lots , in such case the Tender security is submitted in a separate envelope.
- 30. Form of Tender security**
- 30.1 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 bank guarantee issued by a

scheduled Bank of Bangladesh, in the format (Form PG3-6) 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 listed in ITT Clause 33 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 detailed under ITT Clause 33.

31. Authenticity of Tender Security

- 31.1 The authenticity of the Tender security submitted by a Tenderer shall be examined and verified by the Procuring Entity in writing from the Bank issuing the security.
- 31.2 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.
- 31.3 Tender not accompanied by a valid Tender Security as stated under Sub-Clause 29, 30 and 31, shall be considered as non-responsive.

32. Return of Tender Security

- 32.1 No Tender security shall be returned by the Tender Opening Committee (TOC) during and after the opening of the Tenders.
- 32.2 No Tender security shall be returned to the Tenderers before contract signing, except to those who are found non-responsive.
- 32.3 Tender securities of the non-responsive Tenders shall be returned immediately after the Evaluation Report has been approved by the Procuring Entity.
- 32.4 Tender securities of the responsive Tenderers shall be returned only after the lowest evaluated responsive Tenderer has submitted the performance security and signed the contract, that being even before the expiration of the validity period specified in Clause 27.
- 32.5 Tender Securities of the Tenderers not consenting within the specified date in writing to the request made by the Procuring Entity under ITT Sub-Clause 28.1 in regard to extension of its Tender validity shall be discharged or returned forthwith.

33. Forfeiture of Tender Security

- 33.1 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 Clauses 27, and 28; or
 - (b) refuses to accept a Notification of Award as stated under ITT Sub-Clause 59.3.; or
 - (c) fails to furnish performance security as stated under ITT Sub-Clause 61.2.; or
 - (d) refuses to sign the Contract as stated under ITT Sub-Clause 64.2; or
 - (e) does not accept the correction of the Tender price following the correction of arithmetic errors as stated under ITT Clause 49.

34. Format and Signing of

- 34.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 21 and clearly mark it "ORIGINAL". In



Tender

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.

- 34.2 Alternatives, if permitted under ITT Clause 22, shall be clearly marked "Alternative".
- 34.3 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a written authorisation and shall be attached to the Tender Submission Letter (Form PG3-1).
- 34.4 The name and position held by each person signing the authorisation must be typed or printed below the signature.
- 34.5 All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.
- 34.6 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.
- 34.7 Person(s) signing the Tender shall describe his or her name, address, position along with his or her national Identification Number.

E. Tender Submission

35. Sealing, Marking and Submission of Tender

- 35.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender, including the alternative, if permitted under ITT Clause 22 in another envelope, duly marking the envelopes as "ORIGINAL" "ALTERNATIVE" (if permitted) and "COPY." These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope.
- 35.2 The inner and outer envelopes shall:
 - (a) bear the name and address of the Tenderer,
 - (b) be addressed to the Procuring Entity as stated under ITT Sub-Clause 36.1.
 - (c) bear the specific identification of this tendering process indicated in ITT Sub-Clause 1.2 and any additional identification marks as specified in the **TDS**; and
 - (d) bear a statement "DO NOT OPEN BEFORE..." the time and date for Tender opening, as stated under ITT Sub- Clause 42.2
- 35.3 The Tenderer is solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.
- 35.4 Tenders shall be delivered by hand or by mail, including courier services to location as designated in the ITT Sub-Clause 36.1.



- 35.5 The Procuring Entity will, on request, provide the Tenderer with a receipt showing the date and time when it's Tender was received.
- 36. Deadline for Submission of tenders**
- 36.1 Tenders shall be delivered to the Procuring Entity at the address specified in the **TDS** and no later than the date and time specified in the **TDS**.
- 36.2 The Procuring Entity may, at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for submission of Tender as stated under ITT Sub Clause 36.1, 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.
- 36.3 The submission of Tenders will not be allowed in more than one place.
- 37. Late tender**
- 37.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub-Clause 36.1, shall be declared "**LATE**", rejected, returned unopened to the Tenderer.
- 38. Modification, Substitution or Withdrawal of Tenders**
- 38.1 A Tenderer 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 36.1.
- 39. Tender Modification**
- 39.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as "**MODIFICATION**".
- 40. Tender Substitution**
- 40.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as "**SUBSTITUTION**".
- 41. Withdrawal of Tender**
- 41.1 The Tenderer shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as "**WITHDRAWAL**".

F. Tender Opening and Evaluation

- 42. Tender Opening**
- 42.1 Tenders shall be opened, immediately, but no later than one hour, after the deadline for submission of Tenders at the place specified in the **TDS**.
- 42.2 Any specific electronic Tender opening procedures required if electronic tendering is permitted under ITT Sub-Clause 35.7, shall be as specified in the **TDS**.
- 42.3 Persons not associated with the Tender may not be allowed to attend the public opening of Tenders.
- 42.4 The Tenderers' representatives shall be duly authorized 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.

42.5 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 based on documents submitted under ITT Sub Clause 38.1.

42.6 Tenders will be opened in the following manner:

- (a) firstly, envelopes marked “Withdrawal” shall be opened and “Withdrawal” notices read aloud and recorded, and the envelope with the corresponding Tender shall not be opened, but returned unopened to the Tenderer by the Procuring Entity at a later time immediately after preliminary examination by the Tender Evaluation Committee (TEC) as stated under ITT Sub-Clause 45.1 . No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and in such case the Tender shall be read aloud at the Tender opening ;
- (b) secondly, the remaining Tenders will be sorted out and those marked “substitutes” or “modified” will be linked with their corresponding “original”(O) Tender;
- (c) Next, envelopes marked “Substitution”(S) shall be opened and read aloud and recorded, and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned unopened to the Tenderer by the Procuring Entity at a later time immediately after preliminary examination by the Tender Evaluation Committee (TEC) as stated under ITT Sub-Clause 45.1 . No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and in such case the Tender shall be read aloud at the Tender opening.
- (d) Next envelopes marked “Modification” (M) shall be opened and read aloud with the corresponding Tender and recorded. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and in such case the Tender shall be read aloud at the Tender opening.
- (e) thirdly, if so specified in this Tender Document, the envelopes marked “ Alternative ”(A) shall be opened and read aloud with the corresponding Tender and recorded.

42.7 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 Tender Opening Committee 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) the number of initialled corrections;
 - (v) any discounts;
 - (vi) any alternatives;

- (vii) the presence or absence of any requisite Tender Security; and
 - (viii) 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 Tender Opening Committee.
- 42.8 Upon completion of Tender opening, all members of the Tender Opening Committee and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation and their national Identification Numbers the Tender Opening Sheet, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the Tender Opening Committee and any authorised Consultants and, to the Tenderers immediately.
- 42.9 The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record under ITT Sub-Clause 42.8.
- 42.10 No Tender will be rejected at the Tender opening stage except the LATE Tenders. .
- 43. Evaluation of Tenders**
- 43.1 Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.
- 43.2 Procuring Entity's Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the mandatory requirements of Tender Documents in order to identify the successful Tenderer.
- 44. Evaluation process**
- 44.1 The 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.
- 45. Preliminary Examination**
- 45.1 Compliance, adequacy and authenticity of the documentary evidences for meeting the qualification criterion specified in the corresponding section of the Tender document shall have to be preliminarily examined and verified.
- 45.2 The TEC shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 21 has been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order below:
- (a) Verification of the completeness of the eligibility declaration in the Tender Submission Letter (Form PG3-1), as furnished in section 5; Tender and Contract Forms, to determine the eligibility of the

tenderer as stated under ITT Sub-Clause 21(h). Any alterations to its format, filling in all blank spaces with the information requested, failing which the tender may lead to rejection of the Tender;

- (b) verification of that the Tenderer is enrolled in the relevant professional or trade organisations registered in Bangladesh as stated under ITT Clause 21(l);
- (c) verification of the eligibility in terms of legal capacity and fulfilment of taxation obligation by the tenderer in accordance as stated under ITT Sub-Clause 21(i) and 21(k);
- (d) verification of eligibility that the tenderer is not insolvent, in receivership, bankrupt, not in the process of bankruptcy, not temporarily barred as stated under ITT Sub-Clause 21(j);
- (e) verification of eligibility of Tenderer's country of origin as stated under ITT Sub-Clause 21(b);
- (f) verification of the written authorization confirming the signatory of the Tenderer to commit the Tender has been attached with Tender Submission Letter (Form PG3-1) as stated under ITT Sub-Clause 21(g); in order to check the authenticity of Tender and Tenderer itself;
- (g) verification of the Tender Security as stated under ITT Sub-Clause 21(d); and
- (h) Verification of that the written notice for substitution of or modification to, the corresponding Tender is proper and authentic, if the tender is "SUBSTITUTION" or "MODIFICATION", as stated under ITT Sub-Clause 38.1

45.3 The TEC shall confirm that the above documents and information have been provided in the Tender and the completeness of the documents and compliance of instructions given in corresponding ITT Clauses shall be verified, failing which the tender shall be considered as non-responsive.

46. Technical Examinations and Responsiveness

46.1 Only those Tenders surviving preliminary examination need to be examined in this phase.

46.2 Secondly, the 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 PG3-2) as furnished in Section 5: Tender and Contract Forms to determine the eligibility of the Goods and Related Services as stated under ITT Sub Clause 21(m).
- (b) verification and examination of the documentary evidence and completed Specification Submission Sheet (Form PG3-3) as furnished in Section 5: Tender and Contract Forms to establish the conformity of the Goods and Related Services to the Tender Documents as stated under ITT Sub Clause 21(e) and 21(n).
- (c) Verification and examination of the documentary evidence that the Tenderer's qualifications conform to the Tender Documents and the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria as stated under ITT Sub Clause 21(o).
- (d) Verification and examination of the documentary evidence that Tenderer has met all the requirements in regard to scope of Supply



as stated under Section 6, Schedule of Requirements, without any material deviation or reservation.

- 46.3 TEC may consider a Tender as responsive in the evaluation, only if comply with the mandatory requirements as stated under Clause 46.2.
- 46.4 The TEC's determination of a Tender's responsiveness is to be based on the documentary evidence as requested in Clause 46.2 without recourse to extrinsic evidence.
- 46.5 Information contained in a Tender, that was not requested in the Tender Document shall not be considered in evaluation of the Tender.
- 46.6 If a Tender is not responsive to the mandatory requirements set out in the Tender Document it shall be rejected by the TEC and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation.
- 46.7 A material deviation or reservation is one-
- (a) which affects in any substantial way the scope, quality, or performance of the Goods and Related Services and Tenderer's qualifications mentioned in the Tender Document.
 - (b) which limits in any substantial way, inconsistent with the Tender Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - (c) whose rectification would anyway affect unfairly the competitive position of other Tenderers presenting responsive Tenders.
- 46.8 During the evaluation of Tender, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Tender Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document;
- 46.9 A 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 requirements set out in the Tender Document;
 - (b) errors or oversights, which if corrected, would not alter the key aspects of the Tender.

47. Clarification on Tender

- 47.1 The TEC may ask Tenderers for clarifications of their Tenders, including information which are historical in nature or breakdowns of unit rates or prices, in order to facilitate the examination and evaluation of the Tenders, provided that, 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 46.7, shall neither be sought nor permitted by the TEC.
- 47.2 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 stated under ITT Clause 49.
- 47.3 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.

47.4 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.

47.5 Requests for clarification shall be in writing and shall be signed only by the Chairperson of the TEC.

48. Restrictions on the Disclosure of Information Relating to the Procurement Process

48.1 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.

48.2 Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.

48.3 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.

48.4 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 disqualified.

49. Correction of Arithmetical Errors

49.1 The TEC shall correct any arithmetic errors that are discovered during the examination of Tenders and shall promptly notify the concerned Tenderer(s) of any such correction(s).

49.2 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.,

49.3 Any Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors as determined by the application of ITT Sub-Clause 49.2 shall be considered as non-responsive.

50. Financial Evaluation

50.1 Thirdly the TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set put in the tender Document.

50.2 To evaluate a Tender in this stage, the Procuring Entity shall consider the following:

- (a) Verification and examination of the Price Schedule for Goods and Related Services (Form PG3-3A and PG3-3B) as furnished by the Tenderer and checking the compliance with the instructions provided under ITT Clause 23;
- (b) Evaluation will be done for each Item or lot by lot as stated under ITT Clause 23;
- (c) Adjustment for correction of arithmetical errors as stated under ITT Sub-Clause 49.2;
- (d) Adjustment for price modification offered as stated under ITT Clause 38;
- (e) Adjustment due to unconditional discount or conditional discount (cross discount) as stated under ITT Sub-Clauses 23.9 ,23.10 and 50.3;
- (f) Adjustment due to the application of economic factors of evaluation as stated under ITT Sub-Clause 50.5 if any;
- (g) Adjustment due to the assessment of the price of unpriced items as stated under ITT Clause 51 if any.

50.3 If Tenders are invited for a single lot or for a number of lots as stated under ITT Sub-clauses 23.3, TEC shall evaluate only lots that that have included at least the percentage of items per lot as stated under ITT Sub-Clause 23.6 and 23.7. The TEC shall evaluate and compare the Tenders taking into account:

- (a) Lowest evaluated tender for each lot;
- (b) The price discount/reduction per lot;
- (c) Least cost combination for the Procuring Entity, considering discounts and the methodology for its application as stated under ITT Sub-clauses 23.9 and 23.10 offered by the Tenderer in its Tender.

50.4 Only those spare parts and tools which are specified on an item-wise basis in the List of Goods and Related Services in Section 6, Schedule of Requirement or adjustment as stated under ITT Sub-clause 50.5, shall be taken into account in the Tender evaluation. Supplier-recommended spare parts for a specified operating requirement as stated under ITT Sub-clause 25.2(b) shall not be considered in Tender evaluation.

50.5 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 23. 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**.

51. Assessing the Price of Unpriced Items

51.1 If it is so permitted under ITT Clause 23, any Tenderer offered only eighty percent (80%) or minimum percent of the items of a lot as stated under ITT Sub-Clause 23.6, the TEC shall calculate the total lot value by adding up the average prices offered by other responsive Tenderers for the missing items to the lot value to establish the winning lot Tender. If the Tenderer offered less than the specified, the Tender shall be evaluated as sated under ITT Clause 23.

51.2 If the winning lot is missing some items as stated under ITT Sub Clause 51.1, 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.

52. Price Comparison

- 52.1 The TEC shall compare all responsive Tenders to determine the lowest-evaluated Tender, as stated under ITT Clause 50.
- 52.2 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.
- 52.3 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 54, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.
- 52.4 The successful Tenderer as stated under ITT Sub Clauses 52.1, 52.2 and 52.3 shall not be selected through lottery under any circumstances.

53. Negotiation

- 53.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
- 53.2 The Procuring Entity through the TEC may negotiate with the lowest evaluated Tenderer with the objective to reduce the Tender price by reducing the scope of works/supply or a reallocation of risks and responsibilities, only when it is found that the lowest evaluated Tender is significantly higher than the official estimate; the reasons for such higher price being duly investigated.
- 53.3 If the TEC decides to negotiate for reducing the scope of the requirements under ITT Sub Clause 53.2, it will be required to guarantee that the lowest Tenderer remains the lowest Tenderer even after the scope of work has been revised and shall further be ensured that the objective of the Procurement shall not be seriously affected through this reduction.
- 53.4 In the event that the TEC decides because of a high Tender price to reduce the scope of the requirements to meet the available budget, the Tenderer is not obliged to accept the award and shall not be penalised in any way for rejecting the proposed award if the proposed reduction was not within the scope of Procuring Entity's right to vary quantities specified in ITT Clause 58.

54. Post-qualification

- 54.1 After determining the lowest-evaluated responsive tender as stated under ITT Sub-Clause 52.1, the Procuring Entity's TEC shall carry out the Post-Qualification of the Tenderer, using only the requirements specified in Sub-Section C, Qualification Criteria.
- 54.2 The TEC shall contact the references given by Tenderers about their previous Supply experiences to verify, if necessary, statements made by them in their Tender and to obtain the most up-to-date information concerning the Tenderers.
- 54.3 The TEC may visit the premises of the Tenderer as a part of the post-qualification process, if practical and appropriate, to verify information contained in its Tender.
- 54.4 The TEC shall determine to its satisfaction whether the Tenderer that is

selected as having submitted the lowest evaluated responsive Tender is qualified to perform the Contract satisfactorily.

54.5 The objective of any visit under ITT Sub-Clause 54.3 shall be limited to a general and visual inspection of the Tenderer's facilities and its plant and equipment, and there shall be no discussion concerning the Tender or its evaluation with the Tenderer during such visit(s).

54.6 In the event that the Tenderer with lowest evaluated cost fails the post-qualification, the TEC shall make a similar determination for the Tenderer offering the next lowest evaluated cost and so on from the remaining responsive Tenders, provided that,

(a) such action shall only be taken if the evaluated costs of the Tenders under consideration are acceptable to the Procuring Entity;

(b) when the point is reached whereby the evaluated costs of the remaining responsive Tenders are significantly higher than that of the official estimate, or the market price, the Procuring Entity may proceed for re-Tendering, using a revised Tender Document designed to achieve a more successful result.

55. Rejection of All Tenders

55.1 The Procuring Entity reserves the right to accept any tender, to annul the tender proceedings, or to reject any or all tenders at any time prior to contract award, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action

55.2 All Tenders received by the Procuring Entity shall be returned unopened to the Tenderers in the event Procurement proceedings are annulled under ITT Sub-Clause 55.1.

56. Informing Reasons for Rejection

56.1 Notice of the rejection will be given promptly within seven (7) days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

G. Contract Award

57. Award Criteria

57.1 The Procuring Entity shall award the Contract to the Tenderer whose offer 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 54.

57.2 A Tenderer shall not be required, as a condition for award of contract, to undertake obligations not stipulated in the Tender Document, to change its price, or otherwise to modify its Tender.

58. Procuring Entity's Right to Vary Quantities

58.1 The Procuring Entity 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 percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

59. Notification of

59.1 Prior to the expiry of the Tender validity period and within one (1) week of

Award	<p>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</p> <p>59.2 The Notification of Award, attaching the contract as per the sample (Form PG3-7) to be signed, shall state:</p> <ul style="list-style-type: none"> (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 submitted; and (e) the date and time within which the contract shall be signed. <p>59.3 Until a formal contract is signed, the Notification of Award shall constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.</p>
60. Performance Security	<p>60.1 Performance Security shall be furnished by the successful Tenderer in the amount specified in the TDS and denominated in the currencies in which the Contract Price is payable.</p> <p>60.2 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p>
61. Form and Time Limit for furnishing of Performance security	<p>61.1 The Performance Security shall be in the form of a Bank draft, pay order or an irrevocable Bank Guarantee in the format (Form PG3-9) as stated under ITT Clause 60, issued by any scheduled bank of Bangladesh acceptable to the Procuring Entity.</p> <p>61.2 Within fourteen (14) days from the date of acceptance of the Notification of Award 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 60.2.</p>
62. Validity of Performance Security	<p>62.1 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.</p> <p>62.2 If under any circumstances date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations is to be extended, the Performance Security shall correspondingly be extended for the extended period.</p>
63. Authenticity of performance Security	<p>63.1 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 Bank Guarantee in specified format.</p> <p>63.2 If the Performance Security submitted under ITT Sub Clause 60.2 is not found to be authentic, the Procuring Entity shall proceed to take measures against the Tenderer.</p>

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- 64. Contract Signing**
- 64.1 At the same time as the Procuring Entity issues the Notification of Award, the Procuring Entity shall send the draft Contract Agreement and all documents forming the Contract, to the successful Tenderer.
- 64.2 Within twenty-eight (28) days of the issuance of Notification of Award, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
- 64.3 If the successful Tenderer fails to provide the required Performance Security, as stated under ITT Clause 60 or to sign the Contract, as stated under ITT Sub-Clause 64.2, Procuring Entity shall proceed to award the Contract to the next lowest evaluated Tenderer, and so on, by order of ranking.
- 65. Publication of Notification of Award of Contract**
- 65.1 Notification of Awards for Contracts of Taka 10(ten) million and above shall be notified by the Procuring Entity to the Central Procurement Technical Unit within 7(seven) days of issuance of the NOA for publication in their website, and that notice shall be kept posted for not less than a month.
- 65.2 Notification of Award for Contracts below Taka 10(ten) million, 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.
- 66. Debriefing of Tenderers**
- 66.1 Debriefing of Tenderers by 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.
- 66.2 In the case of debriefing confidentiality of the evaluation process shall be maintained.
- 67. Right to Complain**
- 67.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Procuring Entity to fulfil its obligations.
- 67.2 Circumstances in which a formal complaint may be lodged in sequence by a potential Tenderer against a Procuring Entity.
- 67.3 The potential Tenderer shall submit his or her complaint in writing within seven (7) calendar days of becoming aware of the circumstances giving rise to the complaint.
- 67.4 In the first instance, the potential Tenderer shall submit his or her complaint to the Procuring Entity who issued the Tender Document.
- 67.5 The place and address for the first stage in the submission of complaints to the Administrative Authority is provided in the **TDS**.
- 67.6 The Tenderer may appeal to a Review Panel only if the Tenderer has exhausted all his or her options of complaints to the administrative authority as stated under ITT Sub-Clause 67.2.

Section 2. Tender Data Sheet

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

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
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A. General

ITT 1.1	The Procuring Entity is Infrastructure Development Company Limited (IDCOL) , UTC Building (Level-16), 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh
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ITT 1.2	<p>The Name of the Tender is: Supply and Installation of IT Equipment for IDCOL (03 Lots) (G-69 under REREDP II AF II)</p> <p>Brief Description of the Goods:</p> <p>Lot-1: Supply of 4 units Server, 3 units of VMware License, 8 units of Microsoft Windows Server Standard License (Perpetual), 2 units of Switch-Core-CISCO, and 02 units of Firewall</p> <p>Lot-2: Supply of 30 units of Laptop Core i3, 54 units of Laptop Core i5, 68 units of Desktop Computer, 63 units of Monitor, 122 units of Multifunctional Hub, 2 units of Photocopier Machine, 04 units of Printer, 05 units of Projector, 04 units of Scanner, Supply and Installation of CCTV Surveillance System with NVR & IP Camera, and 01 unit of 6KVA Online UPS</p> <p>Lot-3: Supply and Installation of 19 ton of AC for IDCOL</p> <p>Tender Ref: IDCOL/2023/JUL/NCB/02</p> <p>No of Lots: 3</p>
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ITT 3.1	<p>The source of public fund is:</p> <p>International Development Association (IDA), Credit No.: 6202 & 5514</p>
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ITT 3.3	The Bank means International Development Association (IDA)
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ITT 5.1	Tenderers from the following countries are not eligible: Israel
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ITT 6.1	Goods and Related Services from the following counties are not eligible: Israel
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B. Tender Document

ITT 8.2	<p>The following are the offices of the Procuring Entity or authorised agents for the purpose of providing the Tender Document:</p> <p>Infrastructure Development Company Limited (IDCOL), UTC Building (Level-16), 8 Panthapath, Kawran Bazaar, Dhaka-1215 Telephone No.: ++880-966-6743265, Ext.# 6401; E-mail address: taleb@idcol.org</p>
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ITT 9.1	<p>For clarification of Tender purposes only, the Procuring Entity's address is:</p> <p>Attention: <i>Mr. Md. Abu Taleb</i>, Officer, Procurement, IDCOL Address: UTC Building (Level-16), 8 Panthapath, Kawranbazar, Dhaka-1215, Bangladesh, Telephone: +880-966-6743265, Ext.# 6401; Facsimile number: +880-966-6743265, E-mail address: taleb@idcol.org</p>
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ITT 10.1	<p>A Pre-tender meeting shall be held on 25 October 2023 (Wednesday) at 03:00 PM.</p> <p>Place of Pre-Tender Meeting: IDCOL Head Office, UTC Building (Level-16), 8 Panthapath, Kawranbazar, Dhaka-1215, Bangladesh.</p>
C. Qualification Criteria	
ITT 13.1	The maximum 2 (two) number of arbitrations against the Tenderer over a period of last 5 (five) <i>years</i> .
ITT 14.1(a)	<p>The Tenderer shall have a minimum of 7 (seven) years of overall experience (<i>for all lots</i>) in the supply of goods and related services (years counting backward from the date of publication of IFT in the newspaper):</p> <p>Relevant documents (Incorporation Certificate, First trade license etc.) must be submitted as proof.</p>
ITT 14.1(b)	<p>The minimum specific experience as supplier in supply of similar Goods in last 03 (three) years (years counting backward from the date of publication of IFT in the newspaper) have to be:</p> <p>For Lot-1: Annual Supply/ Production Volume of BDT 16,000,000/- (Taka one crore and sixty lac only);</p> <p>For Lot-2: Annual Supply/ Production Volume of BDT 14,000,000/- (Taka one crore and forty lac only);</p> <p>For Lot-3: Annual Supply/ Production Volume of BDT 3,000,000/- (Taka thirty lac only);</p> <p>Work Order/ Contract/ Experience / Completion certificates must be submitted demonstrating such supply performances.</p> <p>Tenderers willing to participate in more than one lot shall minimum have cumulative of the above-mentioned requirements. For example, a tenderer participating in all three (3) lots shall have the annual supply volume of BDT 33,000,000/- (Taka three crore and thirty lac only)</p>
ITT 15.1(a)	<p>Shall have successfully completed supply contract of similar goods of the value mentioned below in maximum 2 (two) contracts within last 7 (seven) years (years counting backward from the date of publication of IFT in the newspaper):</p> <p>Lot-01: Minimum BDT 12,000,000/- (Taka one crore twenty lac only)</p> <p>Lot-02: Minimum BDT 10,500,000/- (Taka one crore five lac only)</p> <p>Lot-03: Minimum BDT 30,00,000/- (Taka thirty lac only) Work Order/ Contract/ Experience / Completion certificates must be submitted demonstrating such supply performances.</p>
ITT 15.1(b)	<p>Shall have minimum amount of liquid asset or working capital or credit facility or any combination is: BDT 12,400,000/- (Taka One crore and twenty-four lac only) for Lot-01, BDT 11,132,000/- (Taka One crore eleven lac and thirty-two thousand only) for Lot-02, BDT 2,000,000/- (Taka Twenty lac only) for Lot-03.</p> <p>Relevant documents (Bank statement, bank solvency / credit facility certificate with amount clearly mentioned etc.) must be submitted as proof.</p> <p>Tenderers willing to participate in more than one lot shall minimum have cumulative of the above-mentioned requirements. For example, a tenderer participating in all three (3) lots shall have liquid asset or working capital or credit facility or any combination of BDT 25,532,000/- (i.e. BDT 12,400,000+ BDT 11,132,000+ BDT 2,000,000)</p>
D. Preparation of Tender	
ITT 21.1(q)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <p>(i) <i>Valid updated Trade License along with Incorporation Certificate, First trade license etc.;</i></p> <p>(ii) <i>Updated Bank solvency certificate/credit facility certificate with amount mentioned clearly (within 30 days prior to tender submission deadline);</i></p> <p>(iii) <i>Copy of Valid TIN Certificate and updated Income Tax certificate</i></p>

	<p>(iv) Experience / Completion certificate(s) from organizations as specified in ITT clause 14.1(b) (if applicable) and 15.1(a);</p> <p>(v) Proper supporting documents of the supply capacity, liquid asset, or other eligibility criteria;</p> <p>(vi) List of papers (contents) / Index showing page nos. of submitted paper (as much as practicable) with a view to trace/ identify the papers/documents submitted in the tender;</p> <p>(vii) Signatory Authorization sheet duly filled and signed</p> <p>(viii) Copy of Purchase receipt of Tender document</p> <p>(ix)</p> <p>Note: * Photostat copies should be duly attested. * Tenders not having any of the above documents will be rejected</p>
ITT22.1	Alternatives <i>not be permitted.</i>
ITT23.3	Tenders are being invited for 03 (three) Lots.
ITT 23.6	Price quoted for the lot shall correspond at least to 100% of the items specified for the lot and correspond at least to 100% of the total lot value.
ITT 23.8	The following particular item represents more than fifty percent (50%) of the estimated lot value is; <i>None</i>
ITT23.11	The prices quoted by the Tenderer <i>shall not</i> be adjustable for the duration of the Contract.
ITT 25.2(b)	Spare parts are: <i>not required.</i>
ITT26.1(b)	Manufacturer's Authorisation Letter is required for (Lot-01: Server & CISCO Switch Core; Lot-02: Desktop & Laptop; Lot-03: Air Conditioner (AC).
ITT 26.1(C)	After sales service is: Required.
ITT 27.2	The Tender validity period shall be 90 days.
ITT 29.1	Pay Order / Bank Guarantee in favour of " Infrastructure Development Company Limited " The amount of the Tender Security shall be: For Lot-1: BDT 400,000/- (Taka four lac only) For Lot-2: BDT 325,000/- (Taka three lac and twenty-five thousand only) For Lot-3: BDT 75,000/- (Taka sixty-five thousand only)
ITT 29.3	The Tender security at the percentage: <i>Not Applicable</i>
ITT34.1	In addition to the original of the Tender, 1 (one) copy shall be submitted.

E. Submission of Tender

ITT 35.2(c)	<p>The inner and outer envelopes shall bear the following additional identification marks :</p> <p>(i) One Envelope containing the original bidding documents with all necessary papers marking “ORIGINAL”.</p> <p>(ii) Another Envelope containing just photocopy of all the original bidding documents with marking “DUPLICATE”.</p> <p>(iii) The 3rd Sealed Envelope containing the “ORIGINAL” and the “DUPLICATE” Envelopes will be marking at the top with “Supply and Installation of IT Equipment for IDCOL (LOT NO.) (Package No.: G-69 under REREDP-II (AF-II))” and writing purchaser’s address at the right and bidder’s address at the left side of the outer envelope.</p> <p>Bear a statement “DO NOT OPEN BEFORE.....” the time and date for Tender opening as specified in the TDS in accordance with ITT Sub-Clause 42</p>
ITT 36.1	<p>For Tender submission purposes, the Procuring Entity’s address is:</p> <p>Attention: Md. Abu Taleb, Officer, Procurement, IDCOL Address: Infrastructure Development Company Limited (IDCOL), UTC Building (Level-16), 8 Panthapath, Kawran Bazaar, Dhaka. Telephone No.: +880-966-6743265, Ext.# 6401,</p> <p>The deadline for submission of Tenders is: 12:00 PM (Bangladesh Standard Time) on November 07, 2023.</p>

F. Opening and Evaluation of Tenders

ITT42.1	<p>The Tender opening shall take place at (<i>always the primary place</i>):</p> <p>IDCOL Head Office, UTC Building (Level-16), 8 Panthapath, Kawran Bazaar, Dhaka, Telephone No.: +880-966-6743265, Ext.# 6401; Time and Date: 12:30 PM (Bangladesh Standard Time) on November 07, 2023.</p>
ITT 50.5	<p>The applicable economic factors, for the purposes of evaluation of Tenders shall be: <i>Not Applicable</i></p>

G. Award of Contract

ITT 58.1	<p>The maximum percentage by which quantities per item may be increased is 20%.</p> <p>The maximum percentage by which quantities per item may be decreased is 20%.</p>				
ITT 60.2	<p>The amount of Performance Security shall be ten (10) percent of the Contract Price.</p>				
ITT 67.5	<p>The name and address of the office where complaints to the Procuring Entity are to be submitted is:</p>				
	<table border="0"> <tr> <td style="padding-right: 10px;">Attention :</td> <td>Mr. S. M. Monirul Islam, Deputy CEO & CFO, IDCOL</td> </tr> <tr> <td style="padding-right: 10px;">Address :</td> <td>IDCOL Head Office, UTC Building (Level-16), 8 Panthapath, Kawranbazar, Dhaka-1215, Bangladesh</td> </tr> </table>	Attention :	Mr. S. M. Monirul Islam, Deputy CEO & CFO, IDCOL	Address :	IDCOL Head Office, UTC Building (Level-16), 8 Panthapath, Kawranbazar, Dhaka-1215, Bangladesh
Attention :	Mr. S. M. Monirul Islam, Deputy CEO & CFO, IDCOL				
Address :	IDCOL Head Office, UTC Building (Level-16), 8 Panthapath, Kawranbazar, Dhaka-1215, Bangladesh				



Section 3. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:

- (a) **The Bank** means International Development Association (IDA)
- (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) **Day** means calendar days unless otherwise specified as working days;
- (g) **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;
- (h) **GCC** mean the General Conditions of Contract;
- (i) **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;
- (j) **Government** means the Government of the People's Republic of Bangladesh;
- (k) **Procuring Entity** is the party who employs the Supplier to supply the goods and as specified in the PCC.;
- (l) **Related Services** means Services linked to the supply of Goods contracts.
- (m) **PCC** means the Particular Conditions of Contract;
- (n) **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;
- (o) **Supplier** is the party whose Tender to supply the goods under contract has been accepted by the Procuring Entity;
- (p) **Site** means the point(s) of delivery named in the PCC
- (q) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.
- (r) **Verified Report** means the report submitted by the Procuring

Entity to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Corrupt, Fraudulent, Collusive or Coercive Practices**
- 3.1 The Government and The Bank requires that Procuring Entity, as well as Suppliers (including its suppliers, 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.
- 3.2 The Government requires that Procuring Entities, as well as Suppliers shall, during the execution of Contracts under public funds, ensure that neither it nor any other member of its staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in GCC Sub -Clause 3.3
- 3.3 For the purpose of GCC Sub-clause 3.2 the terms –
- (a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a 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 a 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** 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; and also means acts intended to materially impede the exercise of the



inspection and audit rights provided for under GCC Sub-Clause 3.6.

- 3.4 Should any corrupt, fraudulent, collusive, coercive or obstructive practice 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 cancel the contract, and the provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.1
- 3.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against the Supplier alleged to have carried out such practices, the Procuring Entity shall proceed under GCC Clause 42.4
- 3.6 The Supplier (including its manufacturers, sub-contractors, agents, personnel, consultants and service providers) shall permit the Procuring Entity and the Bank to inspect the Supplier's accounts and records and other documents relating to the submission of the Tender and Contract performance.

4. Interpretation

- 4.1 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.

4.2 Entire Agreement

- (a) 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 5.1(i) .

4.3 Amendment

- (a) 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.

4.4 Non-waiver

- (a) Subject to GCC Sub-Clause 4.4(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.

4.5 Severability



- (a) 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.
- 5. Documents Forming the Contract and the order of precedence**
- 5.1 The following documents forming the Contract shall be in the following order of precedence, namely :
- (a) the signed Contract Agreement;
- (b) the Notification of Award;
- (c) The Tender and the appendices to the Tender;
- (d) Particular Conditions of Contract;
- (e) General Conditions of Contract;
- (f) Technical Specifications;
- (g) Drawings;
- (h) Priced Schedule and schedule of requirements and ;
- (i) Other Documents including correspondences listed in the **PCC** forming part of the Contract.
- 6. Eligibility**
- 6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 6.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 7. Governing Language**
- 7.1 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.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 8. Governing Law**
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
- 9. No fees/Gratuities**
- 9.1 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.

- 10. Use of Contract Documents and Information**
- 10.1 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.
- 10.2 Any document, other than this Contract itself, enumerated in GCC Clause 10.1 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.
- 11. Communications and Notices**
- 11.1 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**.
- 11.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
- 12. Trademark, Patent and Intellectual Property Rights**
- 12.1 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 Ordinance, 2008 and Patent and Design Act, 1911.
- 13. Copyright**
- 13.1 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.
- 14. Assignment of Rights**
- 14.1 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.
- 15. Sub contracting**
- 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 Tenderer from any liability or obligations that may arise from its performance.
- 15.3 Supplier shall retain full responsibility for the contract and cannot 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 3 and 6.



- 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 18 and the Delivery and Completion schedule, as stated under GCC Clauses 23 and 24 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. On the other hand, the Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with the contract.
- 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. Scope of Supply**
- 18.1 Subject to the PCC, the Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.
- 18.2 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.
- 19. Amendment to Order**
- 19.1 The Procuring Entity may make an amendment to Order for necessary adjustment within the general scope of the contract in any one or more of the following aspects in order to fully meet the requirement of the Contract:
- (a) Drawing, design or specifications of the goods, provided that:
 - i. The goods to be furnished are to be specifically manufactured for the government in accordance therewith;
 - ii. The change is an improvement of the goods and advantageous to the Government;
 - iii. It is done at no extra cost; and
 - iv. It is not prejudicial to the losing Tenderers in the sense that such change/s could not have been foreseen during the conduct of the tendering and would have significantly affected the other tenderer's tender;
 - (b) The place of delivery;
 - (c) The place of performance of the services;
 - (d) Additional items needed and necessary for the protection of the goods procured, which were not included in the original contract.
- 19.2 Such amendment may or may not result to an increase or a decrease of the contract price, and /or an extension or reduction of the delivery period. However, the amendment should not have the result of changing the subject matter of the contract or the specifications of the goods or services, in any material aspect and to such an extent that, if introduced during the Tendering stage, may have had a significant effect on other Tenderer's tender, because this situation would actually require another tendering

- activity.
- 20. Instances When Amendment to Order May be Issued**
- 20.1 The Procuring Entity may issue amendments order at any time during contract implementation, through a notice as stated under GCC Clause 11, provided that such adjustment is required to fully meet the requirements of the contract. Any of the following circumstances may serve as basis for such amendment/s:
- (a) Emergency cases, fortuitous events or unforeseen contingencies arising during contract implementation, and such contingencies have an impact on the procurement at hand, such as:
 - i. Changes in the conditions affecting the contract, e.g., a change in the place of delivery;
 - ii. Time is of the essence in the implementation of the contract, and any changes require immediate implementation; and
 - iii. Additional requirements have been identified as necessary for the protection of the goods procured, such as changes in the packaging of the goods, or additional items have become necessary to ensure that the goods are sufficiently protected from the elements;
 - (b) When the contract does not reflect the real intention of the parties due to mistake or accident, and the amendment is necessary to reflect the party's intention; and
 - (c) Other analogous circumstances that could affect the conditions of the procurement at hand
- 21. Adjustments in Contract Price and/or Delivery Schedule in Amendment to Order**
- 21.1 If an amendment to order increases or decreases the cost of ,or the time required for executing any part of the delivery under the original contract, an equitable adjustment in contract price and/or delivery schedule should be mutually agreed upon between parties concerned, and the contract should be modified as stated under GCC Clause 46
- 21.2 If the amendment to order consists of additional items, the price adjustment shall be based on the unit price in the original contract for items of goods similar to those in the original contract. If the contract does not contain any rate applicable to the additional items, then suitable prices shall be mutually agreed upon between the parties, based on prevailing market prices.
- 21.3 It is required, however, that any increase in contract price must not exceed ten percent (10%) of the original contract price.
- 22. Packing and Documents**
- 22.1 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.
- 22.2 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 Clause 22.1, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Procuring Entity.



- 22.3 The outer packaging must contain a “Packing List” which must reflect the actual contents of the package.
- 23. Delivery and Documents**
- 23.1 Subject to GCC Sub-Clause 19, 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**.
- 24. Acceptance**
- 24.1 Acceptance by the Procuring Entity shall be processed not later than fourteen (14) days from receipt of the goods at final destination in the form of an Acceptance Certificate, unless any defects in the supply, any damage during 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 31 and GCC Clause 32. 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 31 and GCC Clause 32.
- 24.2 The appropriate Technical Inspection and Acceptance Committee of the Procuring Entity must commence the inspection and acceptance process within twenty-four(24) hours from delivery of the goods, and shall complete the same as soon as practicable.
- 25. Contract Price**
- 25.1 The Contract Price shall be specified in the **PCC**.
- 25.2 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 25.1, with the exception of any change in price resulting from a Change Order issued under GCC Clause 19, or if applicable, adjustments authorized in accordance with the price adjustment provision specified in the **PCC**.
- 26. Transportation**
- 26.1 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. These costs shall be included in the Contract Price.
- 27. Terms of Payment**
- 27.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the **PCC**.
- 27.2 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 23 and 24 and upon fulfilment of any other obligations stipulated in the Contract.
- 27.3 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.
- 27.4 Payment shall be made to the Supplier under this Contract shall be in Bangladeshi Taka.
- 27.5 In the event that the Procuring Entity fails to pay the Supplier any payment

- by its respective due date or within the period set forth in the **PCC**, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **PCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- 28. Insurance** 28.1 The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.
- 29. Taxes and Duties** 29.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred until delivery of the contracted goods to the Procuring Entity.
- 30. Performance Security** 30.1 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 30.2 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than Thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract and the issuance of certification to that effect by the Procuring Entity, including any warranty obligations as stated under GCC Clause 33, unless specified otherwise in the **PCC**, provided that there are no claims filed against the supplier.
- 31. Specifications and Standards** 31.1 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.
- 31.2 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.
- 31.3 Subject to the GCC Clause 19 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.
- 31.4 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 19.
- 32. Inspections and Tests** 32.1 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.
- 32.2 The Supplier shall provide the Procuring Entity with a report of the results of any such test.

- 32.3 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.
- 32.4 The Procuring Entity or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 32.1, provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance.
- 32.5 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.
- 32.6 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 Dates and Completion Dates and the other obligations so affected.
- 32.7 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 32.5.
- 32.8 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 32.2, shall relieve the Supplier from any warranties or other obligations under the Contract.

33. Warranty

- 33.1 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 19.
- 33.2 The Supplier further warrants that the 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.
- 33.3 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 other such period as may be specified in the

PCC.

- 33.4 The warranty periods may vary among the various items and lots. The warranty for Goods delivered ahead will lapse earlier than the succeeding deliveries.
- 33.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 33.6 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.
- 33.7 If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 33.6, the Procuring Entity may proceed to call upon the Performance security without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.
- 33.8 Performance Security under GCC Clause no 30 shall only be released after the lapse of the warranty period, 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.
 - i. For example, a ball pen that writes .75 kilometres instead of the expected 1.5 kilometers, has a latent defect.

34. Delays in Delivery and Extensions of Time

- 34.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the Contract.
- 34.2 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 23, 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.
- 34.3 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.
- 34.4 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) shall be required, in which case the extension shall be ratified by the Parties by amendment of the Contract as stated under GCC Clause 46.
- 34.5 Except in the case of Force Majeure, as provided under GCC Clause 38, 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 as stated under GCC Clause 35, unless an extension of time is agreed upon, under GCC Sub-Clause 34.3.

- 35. Liquidated Damages**
- 35.1 Subject to GCC Clause 34 and 38, if the , if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery and/or perform the Related Services within the period specified in the Contract as stated under GCC Clause 23, the Procuring Entity shall , without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **PCC** of the delivered price of the delayed Goods or unperformed / Related Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **PCC**. Once the maximum is reached, the Procuring Entity may terminate the Contract as stated under GCC Clause 42.
- 36. Limitation of Liability**
- 36.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement of patent and intellectual property rights, if applicable, 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, the aggregate liability of the Supplier to the Procuring Entity 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 pay liquidated damages to the Procuring Entity.
- 37. Change in Laws and Regulations**
- 37.1 Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. 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 price adjustment provisions where applicable, under GCC Clause 25
- 38. Definition of Force Majeure**
- 38.1 In this Clause, “Force Majeure” means an exceptional event or circumstance:
- (a) which is beyond a Party’s control;
 - (b) which such Party could not reasonably have provided against before entering into the Contract;
 - (c) which, having arisen, such Party could not reasonably have avoided or overcome; and
 - (d) which is not substantially attributable to the other Party.
- 38.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
- (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.
- 39. Notice of Force Majeure**
- 39.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice 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. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 39.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 39.3 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.
- 40. Duty to Minimize Delay**
- 40.1 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.
- 40.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
- 41. Consequences of Force Majeure**
- 41.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 41.2 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.
- 41.3 Delivery 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 42, resumption of delivery cannot be done.
- 41.4 Head of Procuring Entity determines the existence of a force majeure that will be basis of the issuance of suspension of order.

41.5 Adjustments in the delivery or contract schedule and/or contract price, Including any need to modify contract under GCC Clause 46.

42. Termination for Default

42.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of force majeure, the Supplier fails to deliver or perform any or all of the GOODS within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay;
- (b) As a result of force majeure, the Supplier is unable to deliver or perform any or all of the GOODS, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract;
- (d) If the Supplier, in the judgment of the Procuring Entity has engaged in corrupt, fraudulent, collusive or coercive practices, as stated under GCC Clause 3, in competing for or in executing the Contract;
- (e) When deductible amount due to liquidated damage reaches its maximum as stated under GCC Clause 35.

42.2 Termination of a contract for default is without prejudice to other remedies available to the Procuring Entity for breach of contract, such as payment of liquidated and other damages, if there are grounds for the latter.

42.3 In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 42.1, 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.

42.4 In the event as stated under GCC Clause 42.1(d), the Procuring Entity shall,

- (a) terminate the Supplier's employment under the Contract and cancel the contract, after giving 14 days' notice to the Supplier and the provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.1
- (b) declare, at its discretion, the concerned Person to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.



- 43. Termination for insolvency** 43.1 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.
- 44. Termination for Convenience** 44.1 The Procuring Entity, by 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.
- 44.2 Any of the following circumstances may constitute sufficient grounds to terminate a contract for conveniences :
- (a) If Physical and economic conditions have significantly changed so as to render the contract no longer economically, financially or technically feasible, as determined by the Head of Procuring Entity;
 - (b) The Head of Procuring Entity has determined the existences of conditions that make contract implementation impractical and/or unnecessary, such as, but not limited to , fortuitous event/s, change in laws and government policies;
 - (c) Funding for the contract has been withheld or reduced;
 - (d) Any circumstances analogous to the foregoing.
- 44.3 The GOODS that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar 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.

45. Procedures for Termination of Contracts

- 45.1 The following provisions shall govern the procedures for termination of this Contract as stated under GCC Clauses 42,43 and 44:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Procuring Entity, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - i. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - ii. the extent of termination, whether in whole or in part;
 - iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - iv. special instructions of the Procuring Entity, if any.
 - (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
 - (e) The Procuring Entity may, at anytime before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
 - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
 - (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

46. Contract

- 46.1 Subject to applicable laws, no variation in or modification of the terms of



- Amendment** this Contract shall be made except by written amendment signed by the parties.
- 46.2 The Procuring Entity, in accordance with their Delegation of Financial Powers, may amend the Contract to reflect the changes introduced to the Original terms and Conditions of the Contract.
- 47. Settlement of Disputes**
- 47.1 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.
- 47.2 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.
- 47.3 Arbitration
- (a) If the Parties are unable to reach a settlement under GCC Clause 47.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 47.3(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

<i>Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.</i>	
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(k)	The Procuring Entity is: Infrastructure Development Company Limited (IDCOL), UTC Building (Level-16), 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh
GCC 1.1(p)	The site(s)/ point(s) of delivery is/are: <i>Infrastructure Development Company Limited (IDCOL)</i> <i>UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215</i>
GCC 5.1(i)	The following documents shall also be part of the Contract: Written Communication during contract period
GCC 11.1	For notices , the Procuring Entity's contact details shall be: Attention: Mr. S. M. Monirul Islam, Deputy CEO, IDCOL Address: Infrastructure Development Company Limited (IDCOL), Level-16, UTC Building, 8 Panthapath, Kawranbazar, Dhaka-1215. Telephone: +880-966-6743265 Facsimile number: +880-2-9102084 Electronic mail address: mislam@idcol.org
	For notices , the Supplier's contact details shall be: Attention: Address: Telephone: Facsimile number: Electronic mail address:
GCC 18.1	The scope of Supply shall be defined in: <i>At the time of awarding the Contract, the Procuring Entity shall specify any change in the Scope of Supply with respect to Section 6: Schedule of Supply included in the Tender Document. Such changes may be due, for instance, if the quantities of goods and related Services are increased or decreased at time of award</i>
GCC 22.2	<i>The packing, marking and documentation within and outside the packages shall be:</i> <i>The outer packing may be clearly marked on at least four sides as follows:</i> <i>Name and address of Procuring Entity</i> <i>Name of the Supplier</i>



	<p><i>Contract Description</i></p> <p><i>Final Destination/Delivery Point</i></p> <p><i>Gross weight</i></p> <p><i>Package number</i></p> <p><i>Brief description of the content</i></p> <p><i>Any special lifting instructions</i></p> <p><i>Any special handling instructions</i></p> <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All materials used for packing shall be environmentally neutral.</p> <p><i>Details of packing and marking, specific to items, are mentioned in Section 7: Technical Specifications</i></p>
GCC 23.1	<p>The documents to be furnished by the Supplier shall be as follows:</p> <ol style="list-style-type: none"> Copies of Supplier's invoice showing goods' description, quantity, unit price, total amount; Delivery note, railway receipt, or truck receipt; inspection certificate issued by the nominated inspection agency (or Procuring Entity) and/ or the supplier's factory inspection report (if any); Certificate of origin, if any etc.
GCC 25.1	The Contract price is: <i>BDT...</i>
GCC 25.2	The Prices charged for the Goods supplied and the Related services performed <i>shall not be adjustable.</i>
GCC 27.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ol style="list-style-type: none"> Advance Payment: <i>"Not Applicable"</i>. On Delivery and Final Acceptance: (100%) percent of the Contract Price shall be paid after hundred percent (100%) of the Goods delivered and within forty-five (45) days of submission of documents specified in GCC Clause 23.1 supported by the Acceptance Certificate issued by the Procuring Entity as per GCC Clause 24.
GCC 27.3	Payments shall be made in no case later than the <i>45 (forty-five) days</i> after submission of an invoice or request for payment by the Supplier, and after the procuring Entity has accepted it.
GCC 27.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 60 days after submission of an invoice or request for payment by the Supplier, and after the procuring Entity has accepted it.</p> <p>The interest rate that shall be applied is: 0.5% for each week</p>
GCC 28.1	Not Applicable.

GCC 32.1	<p>The inspections and tests shall be:</p> <p>Time: Within 20 (twenty) days after completing the delivery and installation.</p> <p>Place: <i>At the office of the Procuring Entity and/or at the final destinations of the supplied goods as per direction and guidance of the Procuring Entity</i></p>
GCC 33.3	<p>The period of validity of the Warranty shall be: 12 (twelve) months from the completion of User Acceptance Certificate.</p>
GCC 33.6	<p>The Supplier shall correct any defects covered by the Warranty within 7 (<i>seven</i>) days of being notified by the Procuring Entity of the occurrence of such defects.</p>
GCC 35.1	<p>The applicable rate for liquidated damages for delay shall be: <i>0.5 percent of the delivered price of the delayed Goods or unperformed Related services for each week of delay until actual delivery or performance.</i></p>
	<p>The maximum amount of liquidated damages shall be: <i>10 (ten) percent of the Contract Price.</i></p>
GCC 47.2 (b)	<p>The name of the Adjudicator:</p> <p>President, The Institution of Engineers, Bangladesh.</p>
GCC 47.3 (b)	<p>Arbitration shall take place in: Dhaka, Bangladesh</p>

Section 5. Tender and Contract Forms

Form	Title
	Tender Forms
PG3 – 1	Tender Submission Letter
PG3 – 1A	Signatory Authorization Sheet
PG3 – 2	Tenderer Information Sheet
PG3 – 3A	Price Schedule for Goods
PG3 – 3B	Price Schedule for Related Services
PG3 – 4A	Specifications Submission and Compliance Sheet
PG3 – 4B	Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework
PG3 – 5	Manufacturer's Authorisation Letter
PG3 – 6	Bank Guarantee for Tender Security
	Contract Forms
PG3 – 7	Notification of Award
PG3 – 8	Contract Agreement
PG3 – 9	Bank Guarantee for Performance Security
PG3 – 10	Bank Guarantee for Advance Payment

Forms PG3-1 to PG3-6 comprises part of the Tender and should be completed as stated in ITT Clause 21.

Forms PG3-7 to PG3-10 comprises part of the Contract as stated in GCC Clause 5.

Tender Submission Letter (Form PG3 – 1)

[The Tenderer must prepare the Tender Submission Letter in its letterhead.]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final letter]

To: Md. Abu Taleb Infrastructure Development Company Limited (IDCOL) UTC Building, 16th Floor, 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh	Date:
Invitation for Tender No:	IDCOL/2023/JUL/NCB/02
Tender Package No:	G-69 under REREDP-II (AF-II)
Lot No:	

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

Supply and Installation of IT Equipment for IDCOL (03 Lots)
--

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

The Tender Price is: (ITT Sub-Clause 23.1)	<i>Taka [state amount in figures] and Taka[state amount in words]</i>
The conditional/ unconditional discount for being awarded more than one lot in this package is: (ITT Sub-Clause 23.9)	<i>Taka [state amount in figures] and Taka[state amount in words]</i>
The methodology for Application of the discount is: (ITT Sub-Clause 23.10)	<i>[state the methodology]</i>
The advance payment is: (GCC Sub-Clause 27.1)	<i>[state the amount based on percentage of the Tender Price]</i>

and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form PG3 - 10.

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 27.2) 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 29) and valid for a period of 28 days beyond the Tender validity date;
- c) if our Tender is accepted, we commit to furnish a Performance Security in accordance with the Tender Document. ;



- d) we have examined and have no reservations to the Tender Document, including Addenda issued in accordance with Instructions to Tenderers (ITT) clause 11
- e) we, including as applicable, subcontractor for any part of the contract resulting from this Tender process, have or will have nationalities from eligible countries, in accordance with ITT Sub-Clause 5.1;
- f) We, including any subcontractors for any part of the contract, do not have any conflict of interest in accordance with ITT sub-clause 5.5;
- g) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process in accordance with ITT sub-clause 17.1, other than alternative offers submitted in accordance with ITT clause 22
- h) We, our affiliates or subsidiaries, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, 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 practices in accordance with ITT sub clause 5.6;
- i) 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);
- j) we are not a Government owned entity / we are a Government owned entity, and we meet the requirements of ITT Sub-Clause 5.3;
- 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 understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;;
- m) 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 55.1.
- n) we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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



In the capacity of:	<i>[insert capacity of signatory]</i>
Duly authorised to sign the Tender for and on behalf of the Tenderer	<i>[insert the Name of Tenderer]</i>

Attachment 1: *[ITT Sub Clause 34.3, Written confirmation authorising the above signatory(ies) to commit the Tenderer]*



Signatory Authorization Sheet (Form PG3-1A)

[The Tenderer must prepare the Signatory Authorization Sheet in its letterhead.]

[Note: All italicized text is for use in preparing this form and shall be deleted from the final letter]

Date:

Md. Abu Taleb, Officer, Procurement
Infrastructure Development Company Limited (IDCOL)
UTC Building, 16th Floor,
8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh

Subject: Authorization Letter for Signing of Documents

In connection with the tender package: **Supply and Installation of IT Equipment for IDCOL (Lot No.)**, I hereby authorize Mr. / Ms. ____ [*Name of the authorized person*] ____ to sign all the relevant and required documents on my behalf and process all related legal actions as per the need of the mentioned tender.

Given below is my identity proof and signature for the verification purpose:

Name:

Signature:

Given below is the identity proof of the person with details and signature for the verification purpose.

Authorized Person Name:

Identity Document (National ID / Passport) Number:

Signature of the Authorized Person:

Sincerely yours,

[Signature, Name and Designation of Organization Head]



Tenderer Information Sheet (Form PG3-2)

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted]

Invitation for Tender No: *IDCOL/2023/JUL/NCB/02* Date *[Insert date of Tender Submission]*
 Tender Package No: *G-69 under REREDP-II (AF-II)*

A. Individual Tenderers

1. Eligibility Information of the Tenderer [ITT Clauses 5 & 21]	
1.1	Tenderer's Legal Name:
1.2	Tenderer's legal address in Country of Registration
1.4	Tenderer's Year of Registration
1.5	Tenderer's Authorised Representative Information
	Name
	National ID number
	Address
	Telephone / Fax Numbers
	e-mail address
1.6	Attached are copies of original documents of : <i>[check box(es) of the attached original documents]</i>
	<input type="checkbox"/> <i>Articles of Incorporation or Registration of firm named in 1.1, in accordance with ITT sub-Clause 5.1 and 5.2]</i>
	<input type="checkbox"/> <i>In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 5.3</i>
	<input type="checkbox"/> <i>An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the tenderer or employees of a tenderer entering into or signing a Contract with the Procuring Entity in accordance with ITT clause 5</i>
	<input type="checkbox"/> <i>An affidavit confirming that the tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceedings for any of the foregoing in accordance with ITT Clause 5.</i>



	<ul style="list-style-type: none"> <input type="checkbox"/> A certificate issued by the competent authority of Bangladesh stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number or in lieu any other document acceptable to the Procuring Entity demonstrating that the Tenderer is a genuine Tax payer and has a VAT registration number as a proof of fulfilment of taxation obligations in accordance with ITT Clause 5 . <input type="checkbox"/> Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh in accordance with ITT Clause 5.
<p>2. Litigation History: [Number of arbitration awards against the tenderer over the period in accordance the ITT Clause 13.1] if no [state "None"]</p>	
<p>3. Qualification Information of the Tenderer:</p>	
3.1	Number of years of overall experience of the Tenderer in the supply of goods and related services as stated under ITT Sub-Clause 14.1(a):
3.2	Number of completed supply contracts in the supply of similar goods and related services within the period mentioned in TDS as stated under ITT Sub-Clause 14.1(b):
3.3	The supply and/or production capacity of Goods, if applicable, as stated under ITT Sub-Clause 14.(c)
3.4	<p>Number of completed supply contracts in the supply of similar goods and related services of required value within the period mentioned in TDS as stated under ITT Sub-Clause 15.1(a):</p> <ul style="list-style-type: none"> ▪ Number of Contracts: ▪ Value of the Contracts: ▪ Period of the Contract:
3.5	Available liquid assets or working capital or credit facility in accordance with ITT Clause 15.1(b)

Price Schedule for Goods (Form PG3-3A1)

Invitation for Tender No:	IDCOL/2023/JUL/NCB/02	Date:	
Tender Package No:	G-69 under REREDP-II (AF-II)	Package Description:	Supply and Installation of IT Equipment for IDCOL (03 Lots) (G-69 under REREDP-II AF-II)
Tender Lot No:	Lot-1	Lot Description:	Supply of 4 units Server, 3 units of VMware License, 8 units of Microsoft Windows Server Standard License (Perpetual), 2 units of Switch-Core-CISCO, and 02 units of Firewall

A: PRICE OF GOODS (Including Spare Parts, if any) AND DELIVERY SCHEDULE

1 Item No.	2 Description Of Item	3 Unit of Measurement	4 Qty Of units Required	5 Unit price	6 Total price (col. 4 x 5)	7 Point of Delivery as per Schedule of Requirement	8 Delivery Period Offered as per Schedule of Requirement
				(Note1)		(Note2)	
1	Server	Units	04				
2	VMware License	Units	03				
3	Microsoft Windows Server Standard License (Perpetual)	Units	8				
4	Switch-Core-CISCO	Units	02				
5	Firewall	Units	02				

Note 1: Price shall include all customs duties, VAT @ 7.5% and other taxes already paid or payable if Contract is awarded and shall be delivered price in final destination or at point of delivery.

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

Signature:

[insert signature of authorized representative of the Tenderer]



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

Price Schedule for Related Services (Form PG3-3BI)

Invitation for Tender No:	IDCOL/2023/JUL/NCB/02	Date:	
Tender Package No:	G-69 under REREDP-II (AF-II)	Package Description:	Supply and Installation of IT Equipment for IDCOL (3 Lots) (G-69 under REREDP-II AF II)
Tender Lot No:	Lot-1	Lot Description:	Supply of 4 units Server, 3 units of VMware License, 8 units of Microsoft Windows Server Standard License (Perpetual), 2 units of Switch-Core-CISCO, and 02 units of Firewall

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

1 Item No.	2 Description Of Item	3 Country of Origin	3 Unit of Measurement	4 Qty Of units Required	5 Unit price	6 Total price (col. 4 x 5)	7 Point of Completion as per Schedule of Requirement	8 Completion Schedule Offered as per Schedule of Requirement
	Transportation, Installation etc. (if any)							

Note 1: Price shall include all customs duties, VAT and other taxes already paid or payable if Contract is awarded and Shall be delivered price in final destination or at point of delivery.

Note 2: The Tenderer 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>
<i>[insert full name of signatory with National ID]</i>
<i>[insert designation of signatory]</i>

Name:

In the capacity of:

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



Price Schedule for Goods (Form PG3-3A2)

Invitation for Tender No:	IDCOL/2023/JUL/NCB/02	Date:	
Tender Package No:	G-33 under REREDP-II (AF-II)	Package Description:	Supply and Installation of IT Equipment for IDCOL (03 Lots)
Tender Lot No:	Lot-2	Lot Description:	Supply of 30 units of Laptop Core i3, 54 units of Laptop Core i5, 68 units of Desktop Computer, 63 units of Monitor, 122 units of Multifunctional Hub, 2 units of Photocopier Machine, 04 units of Printer, 05 units of Projector, 04 units of Scanner, Supply and Installation of CCTV Surveillance System with NVR & IP Camera, and 01 unit of 6KVA Online UPS

A: PRICE OF GOODS (Including Spare Parts, if any) AND DELIVERY SCHEDULE

1	2	3	4	5	6	7	8
Item N ^o .	Description Of Item	Unit of Measurement	Qty Of units Required	Unit price	Total price (col. 4 x 5)	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
1	Laptop Core i3	Units	30	(Note1)		(Note2)	
2	Laptop Core i5	Units	54				
3	Desktop Computer	Units	68				
4	Monitor	Units	63				
6	Multifunctional HUB	Units	122				
7	Photocopier Machine	Units	02				
8	Printer (BW)	Units	03				
9	Printer (Colour)	Units	01				
10	Projector	Units	05				
11	Auto Duplex Feeder Document Scanner	Units	04				
12	Supply and Installation of CCTV Surveillance System with NVR & 30 Units of IP Camera	Package	01				
13	6KVA Online UPS	Units	01				



Note 1: Price shall include all customs duties, VAT @ 7.5% and other taxes already paid or payable if Contract is awarded and Shall be delivered price in final destination or at point of delivery.

Note 2: The Tenderer 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 authorized to sign the Tender for and on behalf of the Tenderer	

Price Schedule for Related Services (Form PG3-3B2)

Invitation for Tender No:	IDCOL/2023/JUL/NCB/02	Date:	
Tender Package No:	G-69 under REREDP-II (AF-II)	Package Description:	Supply and Installation of IT Equipment for IDCOL (3 Lots)
Tender Lot No:	Lot-2	Lot Description:	Supply of 30 units of Laptop Core i3, 54 units of Laptop Core i5, 68 units of Desktop Computer, 63 units of Monitor, 122 units of Multifunctional Hub, 2 units of Photocopier Machine, 04 units of Printer, 05 units of Projector, 04 units of Scanner, Supply and Installation of CCTV Surveillance System with NVR & IP Camera, and 01 unit of 6KVA Online UPS



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

1 Item No.	2 Description Of Item	3 Country of Origin	3 Unit of Measurement	4 Qty Of units Required	5 Unit price	6 Total price (col. 4 x 5)	7 Point of Completion as per Schedule of Requirement	8 Completion Schedule Offered as per Schedule of Requirement
	Transportation, Installation etc. (if any)							

Note 1: Price shall include all customs duties, VAT and other taxes already paid or payable if Contract is awarded and shall be delivered price in final destination or at point of delivery.

Note 2: The Tenderer 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 authorized to sign the Tender for and on behalf of the Tenderer



Price Schedule for Goods (Form PG3-3A3)

Invitation for Tender No:	IDCOL/2023/JUL/NCB/02	Date:	
Tender Package No:	G-69 under REREDP-II (AF-II)	Package Description:	Supply and Installation of IT Equipment for IDCOL (03 Lots)
Tender Lot No:	Lot-3	Lot Description:	Supply and Installation of 19 ton of AC for IDCOL

A: PRICE OF GOODS (Including Spare Parts, if any) AND DELIVERY SCHEDULE

1	2	3	4	5	6	7	8
Item N°.	Description Of Item	Unit of Measurement	Qty Of units Required	Unit price	Total price (col. 4 × 5)	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
1	AC (04 ton)	Units	04	(Note1)		(Note2)	
2	AC (1.5 ton)	Units	02				

Note 1: Price shall include all customs duties, VAT @ 7.5% and other taxes already paid or payable if Contract is awarded and shall be delivered price in final destination or at point of delivery.

Note 2: The Tenderer 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 authorized to sign the Tender for and on behalf of the Tenderer	

Price Schedule for Related Services (Form PG3-3B3)

Invitation for Tender No:	IDCOL/2023/JUL/NCB/02	Date:	
Tender Package No:	G-69 under REREDP-II (AF-II)	Package Description:	Supply and Installation of IT Equipment for IDCOL (3 Lots)
Tender Lot No:	Lot-3	Lot Description:	Supply and Installation of 19 ton of AC for IDCOL

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

1 Item No.	2 Description Of Item	3 Country of Origin	3 Unit of Measurement	4 Qty Of units Required	5 Unit price	6 Total price (col. 4 x 5)	7 Point of Completion as per Schedule of Requirement	8 Completion Schedule Offered as per Schedule of Requirement
	Transportation, Installation etc. (if any)							

Note 1: Price shall include all customs duties, VAT and other taxes already paid or payable if Contract is awarded and Shall be delivered price in final destination or at point of delivery.

Note 2: The Tenderer 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 authorized to sign the Tender for and on behalf of the Tenderer



Specifications Submission and Compliance Sheet (Form PG3-4A1)

Invitation for Tender No:	IDCOL/2023/JUL/NCB/02	Date:	
Tender Package No:	G-69 under REREDP-II (AF-II)	Package Description:	Supply and Installation of IT Equipment for IDCOL (3 Lots)
Tender Lot No:	Lot-1	Lot Description:	Supply of 4 units Server, 3 units of VMware License, 8 units of Microsoft Windows Server Standard License (Perpetual), 2 units of Switch-Core-CISCO, and 02 units of Firewall

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

[The Tenderer should complete all the columns as required]

Signature:

[insert signature of authorized representative of the Tenderer]

Name:

[insert full name of signatory with National ID]

In the capacity of:

[insert designation of signatory]

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



Letter of Acceptance of the World Bank's Anticorruption Guidelines and Sanctions Framework (Form PG3-4B)

Date: _____

Invitation of Bids/Proposals No. _____

To: _____

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines¹ in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the laws or official regulations of *[Insert name of Employer as per bidding document]* or pursuant to a decision of the United Nations Security Council.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

- a. rejection of our Proposal/Bid for award of contract;
- b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
- c. sanctions, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;² (ii) to be a nominated³ sub-contractor, sub-consultant, consultant, manufacturer or

¹*Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

² For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

³A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the bidding document) is one which has been: (i) included by the bidder in its pre-qualification or initial selection application or bid because it brings specific and critical



supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project.

We understand that we may be declared ineligible as set out above upon:

- a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
- b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);
- c. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or
- d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect⁴ all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.

Name of the Bidder/Proposer/Consultant: _____

Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Proposer/Consultant:

Title of the person signing the Letter: _____

experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁴Inspections in this context are usually investigative (i.e., forensic) in nature: they involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data, and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third-party verification of information.



Manufacturer's Authorisation Letter (Form PG3 - 5)

[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 26.1(b)]

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No: 3 (three)	
To: Md. Abu Taleb Infrastructure Development Company Limited (IDCOL) UTC Building, 16th Floor, 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh	

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 33 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 – 6)

[this is the format for the Tender Security to be issued by a scheduled bank of Bangladesh as stated under ITT Clauses 29 and 30]

Invitation for Tender No: IDCOL/2023/JUL/NCB/02

Date:

Tender Package No: G-69 under REREDP-II AF-II)

Tender Lot No:

To:

Md. Abu Taleb

Officer, Procurement

Infrastructure Development Company Limited

(IDCOL)UTC Building, 16th Floor,

8 Panthapath, Kawran Bazar, Dhaka-1215,

Bangladesh

TENDER GUARANTEE No:

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 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; or

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



Notification of Award (Form PG3 - 7)

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) days of its issuance pursuant to ITT Sub-Clause 59.3
- 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 acceptance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 61.2
- 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 64.2

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

Date:



Contract Agreement (Form PG3 - 8)

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 Tender and the appendices to the 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 – 9)



[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Sub-Clause 61.1]

Contract No:

Date:

To: Infrastructure Development Company Limited (IDCOL)

PERFORMANCE GUARANTEE No: *[insert Performance Guarantee number]*

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Notification of Award (NOA) No.*[reference number of NOA]* dated *[date of NOA]* (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 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 – 10)

[this is the format for the Advance Payment Security to be issued by a scheduled bank of Bangladesh in accordance with GCC Clause 27.1]

Contract No:

Date:

To:

Infrastructure Development Company Limited (IDCOL)

ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) 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 26.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the 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: IDCOL/2023/JUL/NCB/02

Date:

Tender Package No: G-69 under REREDP-II (AF-II)

A. List of Goods and Delivery Schedule

When completing Form PG 3-2 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.)

Supply and Installation of IT Equipment for IDCOL (3 Lots)

Lot-1

Sl	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required	
1	Server	Item	04	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30 Calendar Days	
		Brand				Any Reputed Brand
		Country of origin				To be mentioned by tenderer
		Motherboard				Latest Generation
		Chassis Configuration Processor				16 HDDs bays should be enabled from day 1 and upgradable up to 24 Bays as future expandability 2 x Intel Xeon Gold 5418Y 2G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4800(minimum)
		Memory Capacity				Min. 512GB 4800 MT/s DDR5 with advanced ECC (DRAM ECC detects and corrects data bit errors features) capability. The server should support up to 8TB RAM.
		RAID Configuration				Unconfigured RAID for HDDs or SSDs (Mixed Drive Types Allowed)
		RAID/Internal Storage Controllers				The Server RAID controller should support the following configurations RAID 0, 1, 5, 10, 50 and 60
		SSD Drives				8x 1.92TB SSD SAS Read Intensive 12Gbps 512.2.5in Hot-plug (minimum)

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SI	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required				
	Hard Drives	8 x 2.4TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug (minimum)							
	Embedded Systems Management	Allows administrators to Reset Server, Power-up, Remote console, monitor, manage, update, troubleshoot and remediate servers from any location – and without the use of agents. And regardless of OS or hypervisor presence or state.							
	Network Daughter Card	Quad Port 1GbE BASE-T Adapter (minimum)							
	Network Daughter Card	Quad Port 10GbE Base-T Adapter, OCP NIC (minimum)							
	PCIe Slots	Server should support 8 PCIe Gen4 slots							
	Power Supply	Redundant & fully provisioned; min. 2 x 750W-800W power supply with min. 6 (Six) nos. high performance fan should be provided.							
	Power Cords	Jumper Cord - C13/C1							
	Bezel	2U Standard Bezel (maximum)							
	Ports	Front ports: Video, 2 x USB 2.0, available USB 3.0, Rear ports: Video, serial, 2 x USB 3.0, Dedicated remote access management network port, Video card: VGA, Serial connector.							
	Fans	6 Standard Fans for Server							
	Operating System	Free OS							
	Rack Rails	Sliding Rails With Cable Management Arm							
	Qualification criteria	ISO 9001/9002 or higher for manufacturer, FCC Class A/B, Energy Star or equivalent for quality assurance. Bidder must submit appropriate documents for the certifications.							
	Warranty Support	3-yrs warranty with NBD Support, one point support Connect devices to OEM for real-time diagnosis, alerts, and information; Local/In country Warehouse for spare parts. Direct OEM mail & Call							
	2	VMware License				Description	Units	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30 Calendar Days
						VMware vSphere 8 Essentials Kit (Max 2 processors per host)	3		
						Subscription only for VMware vSphere 8 Essentials Kit for 3 years	3		
Scope of Work									
Migrate to new Server Machine from existing Esxi server Machine. Organize Vm Machine and storage as per requirements. 1. Existing File Server (win SRV 12 to Win SRV 19) migrate to New VM Machine (DC-DR)			2 1 1						



Section 7. Technical Specifications

		2. Existing Docudex Server (Linux) migrate to New VM Machine	1			
		3. Existing DC & ADC Server Migrate to New VM Machine	1			
		4. Trained up to employee to configure and maintenance of VMware vSphere service	1			
Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required		
Microsoft Windows Server Standard License (Perpetual)	Description					
3	Windows Server Standard 2022 (CSP License with 5CAL) License Part no. DG7GMGF0D5RK CAL Part no. DG7GMGF0D5VX	08	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30Calendar Days		
SI	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required	
4	Switch-Core-CISCO	Line Number	Part Number	Description	Service Duration (Months)	Qty
		1.0	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	---	2
		1.0.1	CON-SNT-C93002TE	SNTC-8X5XNBD Catalyst 9300 24-port data only, Network	36	2
		1.1	C9300-NW-E-24	C9300 Network Essentials, 24-port license	---	2
		1.2	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL	---	2
		1.3	PWR-CI-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	---	2
		1.4	PWR-CI-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	---	2
		1.5	CAB-TA-UK	United Kingdom AC Type A Power Cable	---	4
		1.6	C9300-SSD-NONE	No SSD Card Selected	---	2
		1.7	STACK-TI-	50CM Type 1 Stacking Cable	---	2
				UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30Calendar Days	



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SI	Item	Specification				Quantity (Pcs)	Point of Delivery	Delivery Required
5	1.8	50CM CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	---	2			
	1.9	C9300-DNA-E-24	C9300 DNA Essentials, 24-Port Term Licenses	---	2			
	1.9.1	C9300-DNA-E-24-3Y	C9300 DNA Essentials, 24-Port, 3 Year Term License	36	2			
	1.10	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	---	2			
	1.11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	2			
	1.12	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	---	16			
		Brand:	To be mentioned by the bidder					
		Model:	To be mentioned by the bidder					
		Country of Manufacture/Assembly:	To be mentioned by the bidder					
		Form Factor	1U rack mountable					
		Environmental	Maintain International Quality Environmental Safety standard					
	Platform Requirement	The Next Generation Firewall should be enterprise grade capacity for securing multisite network connectivity and provide user/server network protection against malware, exploits, and malicious websites in both encrypted and non-encrypted traffic. Solution/hardware must be compatible with SDN, SD-WAN & SD-Branch.				02		
	Form factor	Please mention RU with 19-inch rack mounting kits included						
	Part No	Bidder will mention details part number						
	3rd Party Certifications & Validation	The system must inherit the following Compliance Certification: FCC ICES, CE, RCM, VCCI, BSMI, UL/cUL, CB						
	Firewall	The OEM must be recognized as a Leader in 2021 Gartner Magic Quadrant for Enterprise Firewalls.						
		The OEM must be recognized as a Leader in 2021 Gartner Magic Quadrant for WAN Edge Infrastructure.						
							Within 30 Calendar Days	
							UTC Building, Level-16, 8 Panthapath, Kawran Bazar,	



Section 7. Technical Specifications

	<p>The equipment of the proposed brand must be recommended by NSS Labs for Enterprise Network Firewall with Exploit block rate: 98% or higher.</p> <p>The device should be based on a dedicated ASIC-based standalone appliance.</p> <p>The device must have 18 x GE RJ45 (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 8 x GE SFP slots, 4 x 10GE SFP+ slots, NP6XLite and CP9 hardware accelerated.</p> <p>The firewall must have dual hot-swappable power supplies</p> <p>The firewall should have minimum 6 Virtual firewall/Virtual Domains/Context</p> <p>Firewall should support configurable virtual systems resource limiting and management such as maximum/guaranteed 'active sessions' and log disk quota</p> <p>Firewall should support creating access-rules with IPv4 & IPv6 objects</p> <p>Firewall should support operating in routed & transparent mode.</p> <p>Firewall should support Active-Active, Active-Passive & Clustering high availability from day one</p> <p>Firewall should support Static, RIP, OSPF, IS-IS and BGP routing protocol.</p> <p>Firewall should support static NAT, dynamic NAT, PAT, NAT64 and NAT46.</p>	Dhaka-1215
Hardware and System Requirements (Day one)	<p>The system must support at least 5 Gbps of IPS/IDP throughput</p>	
Firewall Performance (Day one)	<p>The system must support at least 3 Gbps of Threat Protection (Firewall, IPS, Application Control, URL filtering, and Malware Protection) throughput</p> <p>The system must support at least 3 Gbps of SSL Inspection (DPI) throughput</p> <p>The system must support at least 2 Million concurrent sessions</p> <p>The system must support at least 250,000 new sessions per second</p> <p>The system must support at least 10 Gbps IPsec VPN throughput</p> <p>The system must support at least 2,000 IPsec VPN tunnel</p> <p>The system must support at least 1 Gbps SSL-VPN throughput</p> <p>The system must support at least 500 SSL VPN user</p> <p>The system must support at least 10 Gbps Layer-2 Application Control Throughput</p>	
SD-WAN Features Requirement	<p>The SD-WAN solution should have Application Identification and Control along with 5000+ application signatures, first packet identification, deep packet inspection, custom application signatures, SSL decryption, and TLS1.3 with mandated ciphers</p> <p>The SD-WAN solution should have Application aware traffic control along with granular application policies, application SLA based path selection, dynamic bandwidth measurement of SD-WAN paths, active/active and active/standby forwarding, overlay</p>	



Section 7. Technical Specifications

	<p>support for encrypted transport, Application session-based steering and probe-based SLA measurements</p>		
	<p>The SD-WAN solution should have WAN remediation along with Forward Error Correction (FEC) for packet loss compensation, packet duplication for best real-time application performance, Active Directory integration for user based SD-WAN steering policies and per packet link aggregation with packet distribution across aggregate interface members</p>		
	<p>The SD-WAN solution should support WAN load balancing (weighted) algorithms based on traffic volume, sessions, source-destination IP, Source IP, and spillover</p>		
	<p>The SD-WAN solution should support Ping/HTTP probes and monitoring criteria including latency, jitter, & packet loss with configurable check interval, failure and fail-back thresholds for WAN link checking in SLA.</p>		
	<p>The SD-WAN solution should have Traffic shaping based on bandwidth limits per application and WAN link, rate limits per application and WAN link, prioritize application traffic per WAN link, mark/remark DSCP bits for influencing traffic QoS on egress devices, application steering based on ToS marking</p>		
	<p>The SD-WAN central management solution should support zero touch provisioning, centralized configuration, change management, dashboard, application policies, QoS, security policies, application specific SLA, active probe configuration, RBAC and multi-tenant</p>		
	<p>The SD-WAN solution should have enhanced analytics capabilities including Bandwidth consumption, SLA metrics – jitter, packet loss, and latency, real-time monitoring, filter based on time slot, WAN link SLA reports, per-application session usage, threat information - malware signature, malware domain or URL, infected host, threat level, malware category and indicator of compromise</p>		
<p>Traffic Shaping and QoS</p>	<p>The system shall support various QoS (quality of service) techniques including traffic policy, traffic shaping & queuing.</p>		
	<p>The system shall support per-user and per-IP based bandwidth management in addition to identifying service, applications, URL category & schedule to ensure the network access experience of key services and users</p>		
	<p>The system must support shared and per-IP policy-based traffic shaping where the traffic priority, guaranteed and maximum bandwidth can be applied for group of IP/users as well as particular IP/user</p>		
	<p>The system must support upload & download bandwidth management.</p>		



Section 7. Technical Specifications

ATP (Advance Threat Protection) Features	<p>The system shall allow organizations to implement both flow-based and proxy-based anti-malware concurrently, depending on the network and security needs</p> <p>The system shall provide ability to allow/monitor, block and quarantine attachments or downloads after malware detection</p> <p>The AV Engine should have AI malware detection model which integrated with regular AV scanning to help detect potentially malicious Windows Portable Executables (PEs) in order to mitigate zero-day attacks.</p> <p>The system shall support stream-based antivirus scanning for FTP, SFTP, and SCP protocols.</p> <p>The system shall support external block lists for domain names, web filtering URLs, IP addresses and malware hashes</p> <p>The system shall support real-time checksums DB of newly detected threats before AV signatures are available</p> <p>The system shall also be able to block graywares and mobile malwares</p> <p>The system shall offer the ability to treat Windows Executable files in Email Attachments as viruses</p> <p>The antivirus scanning should be supported on various protocols not limited to HTTP/HTTPS, SMTP/SMTPS, POP3/POP3S, IMAP/IMAPS, MAPI, FTP/SFTP and CIFS</p> <p>The system shall be able to quarantine file and ban infected host</p>	
Web Filtering Features	<p>The system shall allow organizations to implement flow-based, proxy-based and DNS-based web filtering concurrently, depending on the network and security needs</p> <p>The system shall support dynamic web filtering by querying real-time cloud-based categorization database over 250 million URLs rated into 78 categories and in 70 languages</p> <p>Web filtering engine should support Allow, Block, Monitor (logged), Warning (with message at configurable time interval), (request for) user authentication actions when matched to a category</p> <p>Web filtering engine should support customizable replacement page for warning and blocking</p> <p>The system shall provide ability to use local categories (that override the cloud-based database rating) and remote categories (external URL list) as part of the URL rating function.</p> <p>The system shall be able to Filter Java Applet, ActiveX, and/or cookie</p>	



Section 7. Technical Specifications

		<p>The system shall be able to exempt scanning encrypted connections on certain categories for the organization requirements.</p> <p>The system shall have the ability to limit users' access to YouTube channels, such as in an education environment where users are only able to access YouTube education videos but no other YouTube videos.</p>	
	DNS Filtering Features	<p>The system shall support DNS category filtering to control user access to web resources</p> <p>The system shall be able to categories filters of the DNS request based on the domain rating send by OEM threat intelligence centre.</p> <p>The system shall be able to blocks the DNS request for the known botnet C&C domains</p> <p>The system shall be able to allows administrator to define an IP block list to block resolved IPs that match this list</p> <p>The system shall be able to allows administrator to override DNS translation which can maps the resolved result to another IP</p>	
	SSL Inspection Features	<p>The system must support DPI (Deep packet Inspection) for all types of traffic.</p> <p>The system shall provide Secure sockets layer (SSL) content scanning and inspection abilities that allow organizations to apply antivirus scanning, application control, web filtering, and email filtering to encrypted traffic</p> <p>The system shall support certificate inspection on port 443, all ports or a specific non-standard port.</p> <p>The system shall provide the ability to exempt web sites from SSL inspection by site reputation, address, category, or using a whitelist.</p>	
	IPS	<p>The system's IPS database shall have over 11,000 up-to-date signatures</p> <p>The system shall provide configurable IPS filters to selectively implement signatures based on severity, target (client/server), protocol, OS and Application types.</p> <p>The system shall support Allow session, Monitor and log session, Block session, Reset session, Quarantine attacker actions when an IPS attack is detected</p> <p>The IPS system shall be able to scan botnet-connections to block Botnet C&C communication</p>	
	Application Control	<p>The system shall be able to detect and take action against network traffic depending on the application generating the traffic.</p> <p>The system shall be able to analyse network traffic to detect application traffic even if the traffic uses non-standard ports or protocols</p>	



Section 7. Technical Specifications

	<p>The system shall support detection for traffic using HTTP/2 protocol and able to block QUIC traffic so that browser automatically falls back to HTTP/2 + TLS 1.2</p> <p>The system shall support dynamic application filtering by querying real-time cloud-based categorization database over 2500+ application rated by 18 categories.</p> <p>Application Control filtering engine should support Allow, block, reset session, monitor only and attacker quarantine actions when matched to a category</p> <p>The system shall be able to detect and take file filtering action (Monitor/Block) against CIFS, FTP, HTTP,IMAP, MAPI, POP3, SMTP protocol</p> <p>The system shall be able to detect password protected file</p> <p>The system shall be able to detect and filter both upload and download file</p> <p>The system shall be able to detect and filter files based on file type & file's meta data only, and not on file size or file content</p> <p>The system shall be able to detect well know file type including net, 7z, avi, bat, brip, aspack, bzip, cab, chm, cod, dmg, exe, fsg, gif, gzip, hlp, hta, html, iso, jad, javascript, jpeg, mine, mov, mpeg, msi, msoffice, msoffice, pdf, png, rar, rm, torrent, wma, xar, and zip.</p>		
File Control	<p>The system shall support IPv4 and IPv6 rate-based DOS protection</p> <p>The system shall be able to setting threshold value against TCP Syn flood, TCP/UDP/SCTP port scan, ICMP sweep, TCP/UDP/SCTP/ICMP session flooding (source/destination)</p>		
DOS Protection	<p>The system shall support industry standards of IPSEC, PPTP, L2TP and SSL without additional external solution, hardware or modules.</p> <p>The system support Route-based, policy-based IPSEC VPN and GRE over IPSEC</p> <p>The system shall support Local, Radius, LDAP and 2FA authentication for the VPN user</p> <p>The system shall support customizable SSL VPN portal for color themes, layout, bookmarks, connection tools, client download options</p> <p>The system shall be able to prevents concurrent logins using same username in SSL VPN</p> <p>The system shall support IPsec VPN encryption: DES, 3DES, AES128, AES192, AES256</p> <p>The system shall support IPsec VPN authentication: MD5, SHA1, SHA256, SHA384, SHA512</p>		
VPN Features	<p>The system should support minimum 1,000 LOCAL authentication user database</p> <p>The system should support RADIUS, TACACS, and LDAP remote authentication server</p>		
Authentication			

Section 7. Technical Specifications

	<p>The system should support Security Assertion Markup Language (SAML) authentication</p>	
	<p>The system should support multi factor authentication (MFA)</p>	
	<p>The system should support single-sign-on authentication</p>	
<p>Firewall Policy</p>	<p>The system shall support minimum 5000 firewall policy</p>	
	<p>The system shall support predefined, custom and object grouping policy objects</p>	
	<p>The system shall support subnet, IP, IP range, GeolP (Geography), FQDN, Dynamic (based on received tags from external systems) and MAC address policy objects</p>	
	<p>The system shall support Seven-day rolling counter for each policy hit & byte count</p>	
	<p>The system shall support policy lookup tool to find out which policy matches specific traffic from a number of policies</p>	
<p>Log and Report</p>	<p>Must have built-in log and reporting module or vendor may offer additional hardware for log and reporting solution.</p>	
	<p>Must be capable of providing rich reports based on application, users and threats or in any combination.</p>	
	<p>Must support report generation on a manual or schedule (Daily, Weekly, Monthly, etc.) basis</p>	
	<p>Must allow the report to be exported in PDF format</p>	
	<p>Should support integration with SIEM tools like: Q-Radar, Arcsight, Splunk etc.</p>	
<p>Management Feature</p>	<p>The system should support complete GUI and CLI, HTTPS, SSH, Console, SNMP, API, Central Management etc.</p>	
	<p>The firewall should have in-built CLI option in Graphical Interface for easy access in troubleshooting & configuration</p>	
	<p>The firewall should have diagnostic CLI commands, session tracer, and packet capture for troubleshooting hardware, system, and network issues.</p>	
	<p>The firewall should be able to manages network devices compliance via dynamic access control with tags provided by external security systems</p>	
	<p>The firewall should have integration & automation technology with other security product to provide broader visibility, integrated end-to-end detection, threat intelligence sharing, and automated remediation</p>	
	<p>The system should support Security Fabric Rating for the audit components within the fabric against best practices, provide results and recommendations, then allow users to easily apply remediations for some items</p>	



Section 7. Technical Specifications

	<p>The management platform must be capable of role-based administration, enabling different sets of views and configuration capabilities for different administrators subsequent to their authentication.</p>	
<p>Security Features/Subscriptions</p>	<p>Must have at least following active security feature/subscription with the box from day one:</p> <ul style="list-style-type: none"> -Firewall -Application Control -URL/Web Filtering -DNS Filtering -Video Filtering - File Filtering -Antivirus - IPS - APT and Zeroday Protection -Bandwidth Management - VPN Gateway (IPSec & SSL) -SD-WAN - ZTNA 	
<p>Manufacturer's part number, Warranty/RMA and TAC support</p>	<p>Bidder must be submitted Manufacturer Authorization form (MAF)</p>	
	<p>Bidder should submit BOQ of device including the details' part numbers, necessary TAC support 24x7 and manufacturer warranty for 3 years</p>	
	<p>Bidder should quote necessary security subscription & license for 3 years</p>	
	<p>Bidder should submit BOQ of proposed device including the details part numbers and Manufacturer's Warranty part number also have to add services " 24x7 Comprehensive Support, Firmware and General Upgrades, UTP Services Bundle (IPS, AV, Botnet IP/Domain, Mobile Malware, Cloud Sandbox including Virus Outbreak and Content Disarm & Reconstruct, Application Control, Web Filtering and Antispam Service) for One Year.</p>	
	<p>Bidder should submit the required performance document for the device. If the additional accessories are essential, Bidder will provide by this additional accessory according to the model</p>	
<p>Analyzer VM Base</p>	<p>Subscription license for 5 GB/Day Central Logging & Analytics. Include FortiCare Premium support, IOC, SOC subscription, and FortiGuard Outbreak Detection service.- Three years</p>	



Section 7. Technical Specifications

	Certification	Partner should have minimum 2 (Two) NSE4 certified Engineer	
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Lot-2

SI	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
1	Laptop Core i-3	Brand	30	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30Calendar Days
		Processor family			
		Processors			
		Display size			
		Memory			
		Memory slots			
		Internal storage			
		Audio			
		Port:			
		HDMI			
		Keyboards			
		Wi-Fi			
		Bluetooth			
		Webcam			
		Operating Systems			
		Adapter			
		Fingerprint reader			
Preferable Color					
Warranty					



Section 7. Technical Specifications

Sl	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
2	Laptop Core i-5	Brand	54	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30 Calendar Days
		Processor family			
		Processors			
		Display size			
		Memory			
		Memory slots			
		Internal storage			
		Audio			
		Port:			
		HDMI			
		Keyboards			
		Wi-Fi			
		Bluetooth			
		Webcam			
		Operating Systems			
		Adapter			
		Fingerprint reader			
Preferable Color					
Warranty					
Sl	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
3	Desktop Computer	Brand	68	UTC Building,	Within 30 Calendar
		Model			



Section 7. Technical Specifications

SI	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
		Processor Speed Cache Memory Chipset Memory Hard Drive Graphics Networking Audio Keyboard Mouse Size Operating System Warranty		Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Days
		Intel Core i5-12100, 3.60 GHz (minimum) 12M Cache (minimum) Supported with Processor 8GB (8GBx1) DDR4 RAM=2666MHz, Two DIMM slots(minimum) SSD 240 GB only (minimum) Integrated UHD Graphics(minimum) Integrated Ethernet LAN 10/100/1000 (minimum) Internal Business audio speaker USB Business Keyboard USB Optical Mouse ATX Free DOS 03 Years standard (service & parts) warranty			
4	Monitor	Brand Model Display Size Type Screen Type Screen Resolution Brightness Response Time VGA Port Warranty	63	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30 Calendar Days
		Same Brand of CPU/Desktop Computer N/A (Equivalent to HP v20) 19.5" (minimum) LED Wide 1600 x 900 @ 60 Hz (minimum) 200 cd/m ² 5 ms 1 (minimum) 3 Year including Service & Parts (minimum)			
SI	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
5	Multifunctional Hub	Brand Model Output Interface	84	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30 Calendar Days
		Any Reputed Brand Any (Equivalent to Baseus Metal Glean Series 8-in-1 Multifunctional Type-C HUB 3x USB 3.0, 1x Type-C, 1x HDMI, 1x PD Port, 1x SD/TF, 1x Ethernet (10/100/1000)			



Section 7. Technical Specifications

SI	Item	Indicator	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
		Indicator	YES			
		Material	Aluminum (minimum)			
		Transmission Rate	Supports 5Gbps, and is backward compatible with USB 2.0 (minimum)			
		Supported Resolution	Supports 4K30Hz HD display (Max.)			
		Warranty	1 Year (minimum)			
6	Photocopier Machine	Brand	To be mentioned by the bidder	02	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30 Calendar Days
		Model	To be mentioned by the bidder			
		Country of Origin	To be mentioned by the bidder			
		Country of Manufacture	To be mentioned by the bidder			
		Type	Black & White Multifunctional Photocopier With RADF			
		Standard Function:	Copy + Network Print + Duplex + scan+ RADF			
		Print Paper Size	A6 to A3, L,D, Envelope			
		Copy /Print Speed	45-50 ppm in A4, 22 ppm in A3 (minimum)			
		Memory	Standard 4 GB RAM + 60 GB SSD with 320GB HDD (minimum)			
		Control Panel	Color touch panel 10 inch (minimum)			
		Maximum Original Size	A3			
		Standard Scanning Resolution	Scanning resolution must be 100-600 dpi (minimum)			
		Printing Resolution	1200 x 1200 dpi ; 4800 x 1200 dpi			
		Magnification	Zoom: 25-400% in 1% Increments			
		First Copy Time	Maximum 4 seconds			
		Warm-up Time	Maximum 24 seconds			
		Multiple Copies Prints	1 to 9999 sheets (minimum)			
		Standard Paper Supply	Minimum 1 100 Sheets (2 x 550 Sheets Cassette + 100 Sheets Bypass Tray)			
		Duplex Function	Duplex Copier with RADF			
		Document Feeder	100-Sheet RADF (minimum)			
		Standard Interface	USB, Ethernet & Wi-Fi			
		Print Function	Standard network print facility			
		Scan Function	Standard color scan facility with TIFF, PDF, PDF/A, JPEG file output.			
		Special Features	Standard scan to Email / scan to PC			



Section 7. Technical Specifications

SI	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
		Direct print from USB pen drive without any PC			
		Remote users interface (remotely machine monitoring).			
	Toner Yields	Min. 40,000 pages in A4 (minimum)			
	Drum Yields	Min. 500,000 pages in A4 (minimum)			
	Warranty	Two Years warranty with Parts and service (minimum).			
	Trolley	With Manufacturing Trolley (OEM)			
7	Printer (Black & White)	<p>Any international Reputed Brand</p> <p>To be mentioned by the bidder</p> <p>To be mentioned by the bidder</p> <p>To be mentioned by the bidder</p> <p>ISO with MAL</p> <p>1.2GHz (Minimum)</p> <p>512MB (Minimum)</p> <p>1200 dpi x 1200dpi (Minimum)</p> <p>50 ppm (Minimum)</p> <p>UP to 2,25,000 pages/monthly</p> <p>Automatic duplexer for two-sided printing</p> <p>Yes (10/100/1000 Gigabit Ethernet network port)</p> <p>1(Minimum)</p> <p>Yes</p> <p>100-sheet multipurpose tray 1(minimum)</p> <p>500-sheet input tray 2(minimum)</p> <p>minimum 1-year warranty including parts & service (minimum)</p>	03	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30 Calendar Days
8	Printer (Color)	<p>Any international Reputed Brand</p> <p>To be mentioned by the bidder</p> <p>To be mentioned by the bidder</p> <p>To be mentioned by the bidder</p>	01	UTC Building, Level-16, 8 Panthapath, Kawran Bazar,	Within 30 Calendar Days



Section 7. Technical Specifications

SI	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
		Documentation		Dhaka-1215	
		Processor	ISO with MAL		
		RAM	1.2GHz (Minimum) 1G (Minimum)		
		Resolution	1200 dpi x 1200dpi (Minimum)		
		Print speed	35 ppm (Minimum)		
		Duty cycle	UP to 80,000 pages/monthly		
		Duplexer facility	Automatic duplexer for two-sided printing		
		Network Facility	Yes (10/100/1000 Gigabit Ethernet network port)		
		Paper Tray Standard	1 (Minimum)		
		USB Drive Compatibility	Yes		
		First Tray	100-sheet multipurpose tray 1 (minimum)		
		2ndTray	500-sheet input tray 2 (minimum)		
		Supported Consumables	Same Brand Original Toner Set		
		Environment	ECO Friendly		
		Warranty	minimum 1-year warranty including parts & service (minimum)		
9	Projector	Brand	Any reputed brand		
		Product Name	Multimedia Projector		
		Display Type	3LCD Technology		
		Throw Ratio	1.38 - 2.24:1 (Minimum)		
		Resolution	WXGA, 1280 x 800		
		Image size	30"-300"		
		Contrast ratio	16,000:1		
		Aspect Ratio	4:3		
		Zoom Ratio	1.6x		
		Color Brightness	4200 Lumens (Minimum)		
		White Light Output	5500 Lumens (Minimum)		
		Life of Lamp - Standard Usage	5000 Hours (Minimum)		
		Life of Lamp - Echo Usage	10000 Hours (Minimum)		
		Projection Lens	Manual		
		Network & Connectivity	HDMI-2, VGA/D-Sub-1, USB- USB 2.0 Type A, USB 2.0 Type B,		

Section 7. Technical Specifications

Sl	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
10	Auto Duplex Feeder Document Scanner	I/O Ports & Connectivity	05	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30Calendar Days
		Power Source			
		Compatibility			
		Use for			
		Warranty			
		Brand Name			
		Throughput Speeds			
		Paper Type			
		Recommended Daily Volume			
		Scanning Technology			
		Maximum Optical Resolution			
		Output Resolution			
		Operator Control Panel			
		Max. / Min. Document Width			
Color Brightness					
Paper Thickness and Weight					
Feeder/Elevator					
Document Sensing					
Scanner Roller lifetime					
Scanner Pad Lifetime					
Connectivity					



Section 7. Technical Specifications

SI	Item	Specification	Quantity (Pes)	Point of Delivery	Delivery Required
	Software Support	WINDOWS Bundled software: TWAIN, ISIS, and WIA drivers;			
	File Format Outputs	Single and multi-page TIFF, JPEG, RTF, BMP, PDF, searchable PDF			
	Power Supply	100-240V; 50-60 Hz			
	Warranty	3 years (parts and maintenance service) (minimum)			
	Brand & Model	Mentioned by the tenderer (Equivalent to NVR616-128-4KS2)			
	Main Processor	Industrial embedded micro-processor (minimum)			
	Operating System	Embedded LINUX			
	Interface	2 HDMI (up to 3840 x 2160, Different Source), 1 VGA			
	Resolution	3840 x 2160(maximum), 1024 x 768(minimum)			
	Multi-screen Display	1st Screen: 1/4/8/9/16/25/36/64 and 2nd Screen: 1/4/8/9/16 (minimum)			
	Operation Interface	Web/local GUI			
	AI Search	Search pictures by channel, time, event type			
	Playback	128 Mbps in Raid 5 Mode, 64 Mbps in single HDD Mode			
	Playback Function	Play, Pause, Stop, Rewind, Fast play, Slow Play, Next File, Previous File, Next Camera, Previous Camera, Full Screen, Repeat, Shuffle, Backup Selection, Digital Zoom			
	Backup Mode	USB Device/Network/Internal SATA burner/eSATA Device.			
	Internal HDD Slot	8 SATA III Ports, Up to 10 TB capacity for each HDD (minimum)			
	HDD Storage	8x6TB (each), SATA HD, 7200 RPM with Enterprise-level HDDs (minimum)			
	HDD Mode	Single, Raid 0/1/5/6/10/50/60 (Support Global HDD Hot-spare)			
	eSATA	1 eSATA Port			
	Front Cover	Support Hot-swap (minimum)			
	USB	2 front USB 2.0 ports, 2 rear USB 3.0 ports (minimum)			
	RS232	1 Port, for PC Communication and Keyboard (minimum)			
	RS485	1 Port, for PTZ Control (minimum)			
	IP Camera Input	128 Channel (minimum)			
	Two-way Talk	1 Channel Input, 1 Channel Output, RCA			
	Compression	H.265/H.264/MJPEG (minimum)			
11	NVR		01 Full Package	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30Calendar Days



Section 7. Technical Specifications

Sl	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
	Resolution	12MP, 8MP, 6MP, 5MP, 4MP, 3MP, 1080P, 1.3MP, 720P support.			
	Record Rate	384Mbps(minimum)			
	Bit Rate	16Kbps ~ 20Mbps Per Channel (minimum)			
	Record Mode	Manual, Schedule (Regular, Continuous), MD (Video detection: Motion Detection, Camera Blank, Video Loss), Alarm, Stop			
	Record Interval	1 ~ 120 min (default: 60 min), Pre-record: 1 ~ 30 sec, Post-record: 10 ~ 300 sec			
	Network Interface	2 RJ-45 Ports (10/100/1000Mbps) (minimum)			
	Ethernet Port	2 Ethernet Ports Joint Working or 2 Independent 1000Mbps Ethernet Ports			
	Network Function	HTTP, TCP/IP, IPv4/IPv6, UPnP, RTSP, UDP, SMTP, NTP, DHCP, DNS, IP Filter, PPPoE, DDNS, FTP, Alarm Server, IP Search (Support Any IP camera, DVR, NVS, etc.)			
	Interoperability	ONVIF 2.4, CGI Conformant (minimum)			
	Support	Existing Dahua IP camera should be support and configuration with new NVR.			
12	IP Camera	Equivalent to Dahua DH-IPC-HDW1230TI	30	UTC Building, Level-16, 8 Panthapath, Kawran Bazar, Dhaka-1215	Within 30 Calendar Days
	Model	Equivalent to Dahua DH-IPC-HDW1230TI			
	Image Sensor	1/2.7" 2Megapixel progressive scan CMOS			
	Effective Pixels	1920(H) x 1080 (V)			
	Scanning System	Progressive			
	Electronic Shutter Speed	Auto/Manual, 1s~1/10000s			
	ROM	16MB(minimum)			
	RAM	64MB(minimum)			
	Min. Illumination	0.025Lux/F2.1(Color), 0Lux/F2.1(IR on)			
	Camera Features				
	Max. IR LEDs Length	30m (minimum)			
	Day/Night	Auto (ICR)/Color/B/W			
	White Balance	Auto/Manual			
	Gain Control	Auto/Manual			
	Noise Reduction	3D			
	Privacy Masking	Up to 4 areas			



Section 7. Technical Specifications

SI	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
		<p>Lens</p> <p>Focal Length 3.6mm(6mm optional)</p> <p>Max Aperture F2.1(F2.0)</p> <p>Focus Control Manual</p> <p>Angle of View H: 93°(63°)</p> <p>Lens Type Fixed lens</p> <p>Mount Type Board-in Type</p> <p>Video</p> <p>Compression H.264/ H.264H/ H.264B/ MJPEG</p> <p>Resolution 1080P(1920× 1080)/720P(1280× 720)/D1(704×CIF(352× 288/352× 240)</p> <p>Network</p> <p>Ethernet RJ-45 (10/100Base-T)</p> <p>Protocol IPv4/IPv6, HTTP, HTTPS, TCP/IP, UDP, UPnP, ICMP, IGMP, RTSP, RTP, SMTP, NTP, DHCP, DNS, PPPOE, DDNS, FTP, IP Filter, QoS</p> <p>PoE Yes</p> <p>Compatibility ONVIF, CGI</p> <p>Management Software Smart PSS; DSS; DMSS etc.</p>			
13	6KVA Online UPS	<p>Brand Offer by Supplier</p> <p>Brand of Origin To be mentioned by tenderer</p> <p>Country of Manufacture To be mentioned by tenderer</p> <p>Model Offer by Supplier</p> <p>Capacity 6 KVA</p> <p>Parallel Option Available</p> <p>Input Parameters IGBT Rectifier</p> <p>Rectifier Type 230Vac Single Phase Three Wire</p> <p>Rated Voltage Single Phase 100Vac- 288Vac</p> <p>Input Voltage Range 40 Hz-70Hz</p> <p>Input Frequency Range >=0.99 for Single Phase</p> <p>Input Power Factor <5%</p> <p>THDi</p>	01	<p>IDCOL Dhaka Regional Office</p> <p>House # 147/1/1 (Level-1 to 4), Gate # 7,</p> <p>Monipuripara, Airport Road, Dhaka</p>	<p>Within 30 Calendar Days</p>



Section 7. Technical Specifications

Battery	Maintenance Free Lead Acid
Battery Type	5A
Charging Capability.	90 minutes@ full IT load
Backup time	12V-65AH
Battery Capacity	LEOCH/Equivalent
Battery Brand	16 pcs
No of Battery	External (Tower)
Battery Cabinet	
Output Parameters	
Rated Power	6KVA/6KW
Rated Voltage	Single Phase 230/220 Vac
Output PF	Unity
Voltage Stability	0.01
Output Frequency	50 Hz/ 60 Hz
Frequency Precision	0.0025
Output Voltage THD	<2% for Linear Load and
Management Software	<5% for Non-Linear Load
Load Crest Factor	3:1 Comply with IEC 62040-3
Step Load	1
Output Mode	Terminal Strip
Programmable outlets	Yes
Overload Performance (% of	105%-125% 5 Mints, 125%-150% 1Min, 500ms for > 150%
System parameters and Standards	
Conversion Type	Online Double Conversion
Parallel Mode	3+1
Installation Mode	Rack/Tower Convertible
System Efficiency	0.96
Switching Time	0 millisecond
Noise	>50dB



Section 7. Technical Specifications

LCD Display	Yes		
Safety	IEC/EN62040-1-1		
Electromagnetic Compatibility	IEC/EN62040-2, IEC/EN61000-3-11, IEC/EN61000-3-12, YD/T1095-2008		
Surge Protection	IEC/EN62040-2, meeting IEC/EN61000-4-5		
Energy star certificate	yes		
Protection Level	IP20		
Dimension (mm)	430x400x85(2U)		
Net Weight (kg)	11 kg		
Communication and Management			
Interface Type	USB/Intelligent Slot (Dry Contact Card/SIC Card/Modbus Card/RS485 Card)		
SNMP card	Integrated in UPS		
Management	Site Monitor		
Environmental Parameters			
operating Temp	0-50 Degree Celsius* *		
Relative Humidity	0-95% Without Condensation		
Max Altitude	<3000 meters		
Vehicle Mounting	Suitable for Vehicle installation		



Lot-3

Sl	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
01	AC (4 ton)	Origin Assembled by Model Air Circulation (m ³ /h) Auto Left-Right Swing Auto Operation Auto Restart Auto UP-Down Swing Capacity BTU/hr Child Lock Comfort Cooling Compressor Type Condenser Type Cooling Power Input (Watt) COP/EER (w/w) Display Type Energy saving Evaporator Fin Type Fan Mode Function Indoor (mm) [L×W×H] Minimum Pipe Length Net Weight (Indoor) (Kg) Net Weight (Outdoor) (Kg) Noise Level (dB) Indoor/Outdoor Operation/Control Outdoor (mm) [L×W×H]	04	IDCOL Dhaka Regional Office House # 147/1/1 (Level- 1 to 4), Gate # 7, Monipuripara, Airport Road, Dhaka	Within 10 Calendar Days



Section 7. Technical Specifications

SI	Item	Specification	Quantity (Pcs)	Point of Delivery	Delivery Required
	Power Supply (phase/voltage (V)/frequency (Hz)/current (A))	1ph 220-240V 50Hz			
	Product Category	Cassette			
	Product Quantity	6 Pcs			
	Rated Input Power (W)	6600			
	Refrigerant Type	R32A			
	Timer	Yes			
	Turbo Button	Yes			
	Warranty	Minimum: Compressor: 10 (Ten) Years; Spare Parts: 01 (One) Year; After Sales Service: 01 (One) Year			
02	AC (1.5 ton)	Origin Assembled by Model Air Circulation (m3/h) Auto Left-Right Swing Auto Operation Auto Restart Auto UP-Down Swing Capacity BTU/hr Child Lock Comfort Cooling Compressor Type Condenser Type Cooling Power Input (Watt) COP/EER (w/w) Display Type Energy saving Evaporator Fin Type Fan Mode	02	IDCOL Dhaka Regional Office House # 147/1/1 (Level- 1 to 4), Gate # 7, Monipuripara, Airport Road, Dhaka	Within 10 Calendar Days



Section 7. Technical Specifications

Function	Cooling	
Indoor (mm) [L×W×H]	840 × 240 × 840/ 950 × 60 × 950	
Minimum Pipe Length	10 Feet	
Net Weight (Indoor) (Kg)	26/32 or Best Suitable	
Net Weight (Outdoor) (Kg)	67/72 or Best Suitable	
Noise Level (dB) Indoor/Outdoor	42/57 or Best Suitable	
Operation/Control	Wireless Remote	
Outdoor (mm) [L×W×H]	980 × 790 × 427 or Best Suitable	
Power Supply (phase/voltage (V)/frequency (Hz)/current (A)	1ph 220-240V 50Hz	
Product Category	Cassette	
Product Quantity	2 Pcs	
Rated Input Power (W)	3800	
Refrigerant Type	R32A	
Timer	Yes	
Turbo Button	Yes	
Warranty	Minimum: Compressor: 10 (Ten) Years; Spare Parts: 01 (One) Year; After Sales Service: 01 (One) Year	



Section 7. Technical Specifications

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

(For Lot-1)

SI	Item	Specification	
	Server	Brand	Any Reputed Brand
		Country of origin	To be mentioned by tenderer
		Motherboard	Latest Generation
		Chassis Configuration	16 HDDs bays should be enabled from day 1 and upgradable up to 24 Bays as future expandability
		Processor	2 x Intel Xeon Gold 5418Y 2G, 24C/48T, 16GT/s, 45M Cache, Turbo, HT (185W) DDR5-4800 (minimum)
		Memory Capacity	Min. 512GB 4800 MT/s DDR5 with advanced ECC (DRAM ECC detects and corrects data bit errors features) capability. The server should support up to 8TB RAM.
		RAID Configuration	Unconfigured RAID for HDDs or SSDs (Mixed Drive Types Allowed)
		RAID/Internal Storage Controllers	The Server RAID controller should support the following configurations RAID 0, 1, 5, 10, 50 and 60
		SSD Drives	8x 1.92TB SSD SAS Read Intensive 12Gbps 512 2.5in Hot-plug (minimum)
		Hard Drives	8 x 2.4TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug (minimum)
		Embedded Systems Management	Allows administrators to Reset Server, Power-up, Remote console, monitor, manage, update, troubleshoot and remediate servers from any location – and without the use of agents. And regardless of OS or hypervisor presence or state.
		Network Daughter Card	Quad Port 1GbE BASE-T Adapter (minimum)
		Network Daughter Card	Quad Port 10GbE Base-T Adapter, OCP NIC (minimum)
		PCIe Slots	Server should support 8 PCIe Gen4 slots
		Power Supply	Redundant & fully provisioned; min. 2 x 750W-800W power supply with min. 6 (Six) nos. high performance fan should be provided.
		Power Cords	Jumper Cord - C13/C1
		Bezel	2U Standard Bezel (maximum)
		Ports	Front ports: Video, 2 x USB 2.0, available USB 3.0, Rear ports: Video, serial, 2 x USB 3.0, Dedicated remote access management network port, Video card: VGA, Serial connector,
		Fans	6 Standard Fans for Server
		Operating System	Free OS
Rack Rails	Sliding Rails With Cable Management Arm		
Qualification criteria	ISO 9001/9002 or higher for manufacturer, FCC Class A/B, Energy Star or equivalent for quality assurance. Bidder must submit appropriate documents for the certifications.		
Warranty Support	3-yrs warranty with NBD Support, one point support Connect devices to OEM for real-time diagnosis, alerts, and information; Local/In country Warehouse for spare parts. Direct OEM mail & Call		
SI	Item	Specification	



		Description				Units
2	VMware License	VMware vSphere 8 Essentials Kit (Max 2 processors per host)				3
		Subscription only for VMware vSphere 8 Essentials Kit for 3 years				3
		Scope of Work				
		Migrate to new Server Machine from existing Esxi server Machine.				2
		Organize Vm Machine and storage as per requirements.				1
		1. Existing File Server (win SRV 12 to Win SRV 19) migrate to New VM Machine (DC-DR)				1
		2. Existing Docudex Server (Linux) migrate to New VM Machine				1
		3. Existing DC & ADC Server Migrate to New VM Machine				1
		4. Trained up to employee to configure and maintenance of VMware vSphere service				1
SI	Item	Specification				
3	Microsoft Windows Server Standard License (Perpetual)	Description				
		Windows Server Standard 2022 (CSP License with 5CAL)				
		License Part no. DG7GMGF0D5RK				
		CAL Part no. DG7GMGF0D5VX				
4	Switch-Core-CISCO	Line Number	Part Number	Description	Service Duration (Months)	Qty
		1.0	C9300-24T-E	Catalyst 9300 24-port data only, Network Essentials	---	2
		1.0.1	CON-SNT-C93002TE	SNTC-8X5XNBD Catalyst 9300 24-port data only, Network	36	2
		1.1	C9300-NW-E-24	C9300 Network Essentials, 24-port license	---	2
		1.2	SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL	---	2
		1.3	PWR-C1-350WAC-P	350W AC 80+ platinum Config 1 Power Supply	---	2
		1.4	PWR-C1-350WAC-P/2	350W AC 80+ platinum Config 1 Secondary Power Supply	---	2
		1.5	CAB-TA-UK	United Kingdom AC Type A Power Cable	---	4
		1.6	C9300-SSD-NONE	No SSD Card Selected	---	2
		1.7	STACK-T1-50CM	50CM Type 1 Stacking Cable	---	2
		1.8	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	---	2
		1.9	C9300-DNA-E-24	C9300 DNA Essentials, 24-Port Term Licenses	---	2
		1.9.1	C9300-DNA-E-24-3Y	C9300 DNA Essentials, 24-Port, 3 Year Term License	36	2
		1.10	C9300-NM-	Catalyst 9300 8 x 10GE	---	2

		8X	Network Module		
	1.11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	---	2
	1.12	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	---	16

SI	Item	Specification	
5	Firewall	Brand:	To be mentioned by the bidder
		Model:	To be mentioned by the bidder
		Country of Manufacture/Assembly:	To be mentioned by the bidder
		Form Factor	1U rack mountable
		Environmental	Maintain International Quality Environmental Safety standard
		Platform Requirement	The Next Generation Firewall should be enterprise grade capacity for securing multisite network connectivity and provide user/server network protection against malware, exploits, and malicious websites in both encrypted and non-encrypted traffic. Solution/hardware must be compatible with SDN, SD-WAN & SD-Branch.
		Form factor	Please mention RU with 19-inch rack mounting kits included
		Part No	Bidder will mention details part number
		3rd Party Certifications & Validation	The system must inherit the following Compliance Certification: FCC ICES, CE, RCM, VCCI, BSMI, UL/cUL, CB
			The OEM must be recognized as a Leader in 2021 Gartner Magic Quadrant for Enterprise Firewalls.
			The OEM must be recognized as a Leader in 2021 Gartner Magic Quadrant for WAN Edge Infrastructure.
			The equipment of the proposed brand must be recommended by NSS Labs for Enterprise Network Firewall with Exploit block rate: 98% or higher.
		Hardware and System Requirements (Day one)	The device should be based on a dedicated ASIC-based standalone appliance.
			The device must have 18 x GE RJ45 (including 1 x MGMT port, 1 X HA port, 16 x switch ports), 8 x GE SFP slots, 4 x 10GE SFP+ slots, NP6XLite and CP9 hardware accelerated.
			The firewall must have dual hot-swappable power supplies
			The firewall should have minimum 6 Virtual firewall/Virtual Domains/Context
			Firewall should support configurable virtual systems resource limiting and management such as maximum/guaranteed 'active sessions' and log disk quota
			Firewall should support creating access-rules with IPv4 & IPv6 objects
			Firewall should support operating in routed & transparent mode.
			Firewall should support Active-Active, Active-Passive & Clustering high availability from day one
			Firewall should support Static, RIP, OSPF, IS-IS and BGP routing protocol.
			Firewall should support static NAT, dynamic NAT, PAT, NAT64 and NAT46.
		Firewall Performance (Day one)	The system must support at least 5 Gbps of IPS/IDP throughput
	The system must support at least 3 Gbps of Threat Protection (Firewall, IPS, Application Control, URL filtering, and Malware Protection) throughput		
	The system must support at least 3 Gbps of SSL Inspection (DPI) throughput		



	The system must support at least 2 Million concurrent sessions
	The system must support at least 250,000 new sessions per second
	The system must support at least 10 Gbps IPsec VPN throughput
	The system must support at least 2,000 IPsec VPN tunnel
	The system must support at least 1 Gbps SSL-VPN throughput
	The system must support at least 500 SSL VPN user
	The system must support at least 10 Gbps Layer-2 Application Control Throughput
SD-WAN Features Requirement	The SD-WAN solution should have Application Identification and Control along with 5000+ application signatures, first packet Identification, deep packet inspection, custom application signatures, SSL decryption, and TLS1.3 with mandated ciphers
	The SD-WAN solution should have Application aware traffic control along with granular application policies, application SLA based path selection, dynamic bandwidth measurement of SD-WAN paths, active/active and active/standby forwarding, overlay support for encrypted transport, Application session-based steering and probe-based SLA measurements
	The SD-WAN solution should have WAN remediation along with Forward Error Correction (FEC) for packet loss compensation, packet duplication for best real-time application performance, Active Directory integration for user based SD-WAN steering policies and per packet link aggregation with packet distribution across aggregate interface members
	The SD-WAN solution should support WAN load balancing (weighted) algorithms based on traffic volume, sessions, source-destination IP, Source IP, and spillover
	The SD-WAN solution should support Ping/HTTP probes and monitoring criteria including latency, jitter, & packet loss with configurable check interval, failure and fail-back thresholds for WAN link checking in SLA.
	The SD-WAN solution should have Traffic shaping based on bandwidth limits per application and WAN link, rate limits per application and WAN link, prioritize application traffic per WAN link, mark/remark DSCP bits for influencing traffic QoS on egress devices, application steering based on ToS marking
	The SD-WAN central management solution should support zero touch provisioning, centralized configuration, change management, dashboard, application policies, QoS, security policies, application specific SLA, active probe configuration, RBAC and multi-tenant
	The SD-WAN solution should have enhanced analytics capabilities including Bandwidth consumption, SLA metrics – jitter, packet loss, and latency, real-time monitoring, filter based on time slot, WAN link SLA reports, per-application session usage, threat information - malware signature, malware domain or URL, infected host, threat level, malware category and indicator of compromise
Traffic Shaping and QoS	The system shall support various QoS (quality of service) techniques including traffic policy, traffic shaping & queuing.
	The system shall support per-user and per-IP based bandwidth management in addition to identifying service, applications, URL category & schedule to ensure the network access experience of key services and users
	The system must support shared and per-IP policy-based traffic shaping where the traffic priority, guaranteed and maximum bandwidth can be applied for group of IP/users as well as particular IP/user
	The system must support upload & download bandwidth management.

ATP (Advance Threat Protection) Features	The system shall allow organizations to implement both flow-based and proxy-based anti-malware concurrently, depending on the network and security needs
	The system shall provide ability to allow/monitor, block and quarantine attachments or downloads after malware detection
	The AV Engine should have AI malware detection model which integrated with regular AV scanning to help detect potentially malicious Windows Portable Executables (PEs) in order to mitigate zero-day attacks.
	The system shall support stream-based antivirus scanning for FTP, SFTP, and SCP protocols.
	The system shall support external block lists for domain names, web filtering URLs, IP addresses and malware hashes
	The system shall support real-time checksums DB of newly detected threats before AV signatures are available
	The system shall also be able to block graywares and mobile malwares
	The system shall offer the ability to treat Windows Executable files in Email Attachments as viruses
	The antivirus scanning should be supported on various protocols not limited to HTTP/HTTPS, SMTP/SMTPS, POP3/POP3S, IMAP/IMAPS, MAPI, FTP/SFTP and CIFS
	The system shall able to quarantine file and ban infected host
	The system shall allow organizations to implement flow-based, proxy-based and DNS-based web filtering concurrently, depending on the network and security needs
	The system shall support dynamic web filtering by querying real-time cloud-based categorization database over 250 million URLs rated into 78 categories and in 70 languages
	Web Filtering Features
	Web filtering engine should support customizable replacement page for warning and blocking
	The system shall provide ability to use local categories (that override the cloud-based database rating) and remote categories (external URL list) as part of the URL rating function.
	The system shall able to Filter Java Applet, ActiveX, and/or cookie
	The system shall able to exempt scanning encrypted connections on certain categories for the organization requirements.
	The system shall have the ability to limit users' access to YouTube channels, such as in an education environment where users are only able to access YouTube education videos but not other YouTube videos.
DNS Filtering Features	The system shall support DNS category filtering to control user access to web resources
	The system shall able to catagories filters of the DNS request based on the domain rating send by OEM threat intelligence centre.
	The system shall able to blocks the DNS request for the known botnet C&C domains
	The system shall able to allows administrator to define an IP block list to block resolved IPs that match this list
	The system shall able to allows administrator to override DNS translation which can maps the resolved result to another IP
SSL Inspection Features	The system must support DPI (Deep packet Inspection) for all types of traffic.

	The system shall provide Secure sockets layer (SSL) content scanning and inspection abilities that allow organizations to apply antivirus scanning, application control, web filtering, and email filtering to encrypted traffic
	The system shall support certificate inspection on port 443, all ports or a specific non-standard port.
	The system shall provide the ability to exempt web sites from SSL inspection by site reputation, address, category, or using a white list.
IPS	The system's IPS database shall have over 11,000 up-to-date signatures
	The system shall provide configurable IPS filters to selectively implement signatures based on severity, target (client/server), protocol, OS and Application types.
	The system shall support Allow session, Monitor and log session, Block session, Reset session, Quarantine attacker actions when an IPS attack is detected
	The IPS system shall able to scan botnet-connections to block Botnet C&C communication
Application Control	The system shall able to detect and take action against network traffic depending on the application generating the traffic.
	The system shall able to analyse network traffic to detect application traffic even if the traffic uses non-standard ports or protocols
	The system shall supports detection for traffic using HTTP/2 protocol and able to block QUIC traffic so that browser automatically falls back to HTTP/2 + TLS 1.2
	The system shall support dynamic application filtering by querying real-time cloud-based categorization database over 2500+ application rated by 18 categories.
	Application Control filtering engine should support Allow, block, reset session, monitor only and attacker quarantine actions when matched to a category
File Control	The system shall able to detect and take file filtering action (Monitor/Block) against CIFS, FTP, HTTP,IMAP, MAPI, POP3, SMTP protocol
	The system shall able to detect password protected file
	The system shall able to detect and filter both upload and download file
	The system shall able to detect and filter files based on file type & file's meta data only, and not on file size or file content
	The system shall able to detect well know file type including net, 7z, avi, bat, bnp, aspack, bzip, cab, chm, cod, dmg, exe, fsg, gif, gzip, hlp, hta, html, iso, jad, javascript, jpeg, mine, mov, mpeg, msi, msoffice, msofficex, pdf, png, rar, rm, torent, wma, xar, and zip.
DOS Protection	The system shall support IPv4 and IPv6 rate-based DOS protection
	The system shall able to setting threshold value against TCP Syn flood, TCP/UDP/SCTP port scan, ICMP sweep, TCP/UDP/SCTP/ICMP session flooding (source/destination)
VPN Features	The system shall support industry standards of IPSEC, PPTP, L2TP and SSL without additional external solution, hardware or modules.
	The system support Route-based, policy-based IPSEC VPN and GRE over IPSEC
	The system shall support Local, Radius, LDAP and 2FA authentication for the VPN user
	The system shall support customizable SSL VPN portal for color themes, layout, bookmarks, connection tools, client download options
	The system shall able to prevents concurrent logins using same username in SSL VPN



	The system shall support IPSec VPN encryption: DES, 3DES, AES128, AES192, AES256
	The system shall support IPSec VPN authentication: MD5, SHA1, SHA256, SHA384, SHA512
Authentication	The system should support minimum 1,000 LOCAL authentication user database
	The system should support RADIUS, TACACS, and LDAP remote authentication server
	The system should support Security Assertion Markup Language (SAML) authentication
	The system should support multi factor authentication (MFA)
	The system should support single-sign-on authentication
Firewall Policy	The system shall support minimum 5000 firewall policy
	The system shall support predefined, custom and object grouping policy objects
	The system shall support subnet, IP, IP range, GeoIP (Geography), FQDN, Dynamic (based on received tags from external systems) and MAC address policy objects
	The system shall support Seven-day rolling counter for each policy hit & byte count
	The system shall support policy lookup tool to find out which policy matches specific traffic from a number of policies
Log and Report	Must have built-in log and reporting module or vendor may offer additional hardware for log and reporting solution.
	Must be capable of providing rich reports based on application, users and threats or in any combination.
	Must support report generation on a manual or schedule (Daily, Weekly, Monthly, etc.) basis
	Must allow the report to be exported in PDF format
	Should support integration with SIEM tools like: Q-Radar, Arcsight, Splunk etc.
Management Feature	The system should support complete GUI and CLI, HTTPS, SSH, Console, SNMP, API, Central Management etc.
	The firewall should have in-built CLI option in Graphical Interface for easy access in troubleshooting & configuration
	The firewall should have diagnostic CLI commands, session tracer, and packet capture for troubleshooting hardware, system, and network issues.
	The firewall should able to manages network devices compliance via dynamic access control with tags provided by external security systems
	The firewall should have integration & automation technology with other security product to provide broader visibility, integrated end-to-end detection, threat intelligence sharing, and automated remediation
	The system should support Security Fabric Rating for the audit components within the fabric against best practices, provide results and recommendations, then allow users to easily apply remediations for some items
	The management platform must be capable of role-based administration, enabling different sets of views and configuration capabilities for different administrators subsequent to their authentication.
Security Features/Subscriptions	Must have at least following active security feature/subscription with the box from day one:
	-Firewall
	-Application Control



		-URL/Web Filtering
		-DNS Filtering
		-Video Filtering
		- File Filtering
		-Antivirus
		- IPS
		- APT and Zeroday Protection
		-Bandwidth Management
		- VPN Gateway (IPSec & SSL)
		-SD-WAN
		- ZTNA
	Manufacturer's part number, Warranty/RMA and TAC support	Bidder must be submitted Manufacturer Authorization form (MAF)
		Bidder should submit BOQ of device including the details' part numbers, necessary TAC support 24x7 and manufacturer warranty for 3 year
		Bidder should quote necessary security subscription & license for 3 years
		Bidder should submit BOQ of proposed device including the details part numbers and Manufacturer's Warranty part number also have to add services " 24x7 Comprehensive Support, Firmware and General Upgrades, UTP Services Bundle (IPS, AV, Botnet IP/Domain, Mobile Malware, Cloud Sandbox including Virus Outbreak and Content Disarm & Reconstruct, Application Control, Web Filtering and Antispam Service) for One Year.
		Bidder should submit the required performance document for the device. If the additional accessories are essential, Bidder will provide by this additional accessory according to the model
	Analyzer VM Base	Subscription license for 5 GB/Day Central Logging & Analytics. Include FortiCare Premium support, IOC, SOC subscription, and FortiGuard Outbreak Detection service.-Three years
	Certification	Partner should have minimum 2 (Two) NSE4 certified Engineer



(For Lot-2)

Sl	Item	Specification	
1	Laptop Core i-3	Brand	Any reputed Brand
		Processor family	11th Generation Intel® Core™ i3 processor (minimum)
		Processors	Intel® Core™Core i3-1115G4 (6M Cache, up to 4.10 GHz) (minimum)
		Display size	14" diagonal, FHD (1920 x 1080), IPS, narrow bezel, anti-glare, 250 nits, 45% NTSC
		Memory	8 GB DDR4-3200 MHz RAM (1 x 8 GB)
		Memory slots	2 (Both slots are accessible/upgradeable)
		Internal storage	Storage: 512 GB PCIe NVMe M.2 SSD
		Audio	Dual stereo speakers, dual array microphones
		Port:	1 USB Type-C® 10Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4); 3 USB Type-A 5Gbps signaling rate (1 charging, 1 power); 1 AC power; 1 HDMI 2.1b; 1 stereo headphone/microphone combo jack; 1 RJ-45
		HDMI	1x HDMI 2.0
		Keyboards	Keyboard – spill resistant, backlit keyboard
		Wi-Fi	Intel® Wi-Fi 6 AX201 (2x2) and Bluetooth® wireless card
		Bluetooth	Bluetooth 5 (minimum)
		Webcam	720p HD privacy camera
		Operating Systems	Free
		Adapter	Smart 45 W USB Type-C™ adapter (minimum)
		Fingerprint reader	Fingerprint sensor
Preferable Color	Silver		
Warranty	3-year warranty		
Sl	Item	Specification	
2	Laptop Core i-5	Brand	Any reputed Brand
		Processor family	12th Generation Intel® Core™ i5 processor (minimum)
		Processors	Intel® Core™ i5-1235U Processor (12M Cache, up to 4.50 GHz, 10 cores, 12 threads)
		Display size	14" diagonal, FHD (1920 x 1080), IPS, narrow bezel, anti-glare, 250 nits, 45% NTSC
		Memory	8 GB DDR4-3200 MHz RAM (1 x 8 GB)
		Memory slots	2 (Both slots are accessible/upgradeable)
		Internal storage	Storage: 512 GB PCIe NVMe M.2 SSD
		Audio	Dual stereo speakers, dual array microphones
		Port:	1 USB Type-C® 10Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4); 3 USB Type-A 5Gbps signaling rate (1 charging, 1 power); 1 AC power; 1 HDMI 2.1b; 1 stereo headphone/microphone combo jack; 1 RJ-45
		HDMI	1x HDMI 2.0
		Keyboards	Premium Keyboard – spill resistant, backlit keyboard
		Wi-Fi	Intel® Wi-Fi 6E AX211 (2x2) and Bluetooth® 5.3 wireless

			card
		Bluetooth	Bluetooth 5.2 (minimum)
		Webcam	720p HD privacy camera
		Operating Systems	Free
		Adapter	Smart 45 W USB Type-C™ adapter (minimum)
		Fingerprint reader	Fingerprint sensor
		Preferable Color	Silver
		Warranty	3-year warranty
Sl	Item	Specification	
3	Desktop Computer	Brand	Any Reputed brand (Internationally Recognized)
		Model	NA
		Processor Speed	Intel Core i3-12100, 3.60 GHz (minimum)
		Cache Memory	12M Cache (minimum)
		Chipset	Supported with Processor
		Memory	8GB (8GBx1) DDR4 RAM-2666MHz, Two DIMM slots(minimum)
		Hard Drive	SSD 240 GB only (minimum)
		Graphics	Integrated UHD Graphics(minimum)
		Networking	Integrated Ethernet LAN 10/100/1000 (minimum)
		Audio	Internal Business audio speaker
		Keyboard	USB Business Keyboard
		Mouse	USB Optical Mouse
		Size	ATX
		Operating System	Free DOS
Warranty	03 Years standard (service & parts) warranty		
4	Monitor	Brand	Same Brand of CPU/Desktop Computer
		Model	N/A (Equivalent to HP v20)
		Display Size	19.5" (minimum)
		Type	LED
		Screen Type	Wide
		Screen Resolution	1600 x 900 @ 60 Hz (minimum)
		Brightness	200 cd/m ²
		Response Time	5 ms
		VGA Port	1 (minimum)
		Warranty	3 Year including Service & Parts (minimum)
Sl	Item	Specification	
5	Multifunctional Hub	Brand	Any Reputed Brand
		Model	Any (Equivalent to Baseus Metal Gleam Series 8-in-1 Multifunctional Type-C HUB)
		Output Interface	3x USB 3.0, 1x Type-C, 1x HDMI, 1x PD Port, 1x SD/TF, 1x Ethernet (10/100/1000)
		Indicator	YES
		Material	Aluminum (minimum)
		Transmission Rate	Supports 5Gbps, and is backward compatible with USB 2.0 (minimum)
		Supported Resolution	Supports 4K30Hz HD display (Max.)
		Warranty	1 Year (minimum)
Sl	Item	Specification	
6	Photocopier Machine	Brand	To be mentioned by the bidder
		Model	To be mentioned by the bidder
		Country of Origin	To be mentioned by the bidder

		Country of Manufacture	To be mentioned by the bidder
		Type	Black & White Multifunctional Photocopier With RADF
		Standard Function:	Copy + Network Print + Duplex + scan+ RADF
		Print Paper Size	A6 to A3, LD, Envelope
		Copy /Print Speed	45-50 ppm in A4, 22 ppm in A3 (minimum)
		Memory	Standard 4 GB RAM + 60 GB SSD with 320GB HDD (minimum)
		Control Panel	Color touch panel 10 inch (minimum)
		Maximum Original Size	A3
		Standard Scanning Resolution	Scanning resolution must be 100-600 dpi (minimum)
		Printing Resolution	1200 x 1200 dpi ; 4800 x 1200 dpi
		Magnification	Zoom: 25-400% In 1% Increments
		First Copy Time	Maximum 4 seconds
		Warm-up Time	Maximum 24 seconds
		Multiple Copies Prints	1 to 9999 sheets (minimum)
		Standard Paper Supply	Minimum 1100 Sheets (2 x 550 Sheets Cassette + 100 Sheets Bypass Tray)
		Duplex Function	Duplex Copier with RADF
		Document Feeder	100-Sheet RADF (minimum)
		Standard Interface	USB, Ethernet & Wi-Fi
		Print Function	Standard network print facility
		Scan Function	Standard color scan facility with TIFF, PDF, PDF/A, JPEG file output.
		Special Features	Standard scan to Email / scan to PC
			Direct print from USB pen drive without any PC
			Remote users interface (remotely machine monitoring).
		Toner Yields	Min. 40,000 pages in A4 (minimum)
		Drum Yields	Min. 500,000 pages in A4 (minimum)
		Warranty	Two Years warranty with Parts and service (minimum).
		Trolley	With Manufacturing Trolley (OEM)
SI	Item	Specification	
7	Printer (Black & White)	Brand	Any international Reputed Brand
		Model	To be mentioned by the bidder
		Country of Origin	To be mentioned by the bidder
		Country of Manufacture	To be mentioned by the bidder
		Documentation	ISO with MAL
		Processor	1.2GHz (Minimum)
		RAM	512MB (Minimum)
		Resolution	1200 dpi x1200dpi (Minimum)
		Print speed	50 ppm (Minimum)
		Duty cycle	UP to 2,25,000 pages/monthly
		Duplexer facility	Automatic duplexer for two-sided printing
		Network Facility	Yes (10/100/1000 Gigabit Ethernet network port)
		Paper Tray Standard	1(Minimum)
		USB Drive Compatibility	Yes
		First Tray	100-sheet multipurpose tray 1(minimum)
		2ndTray	500-sheet input tray 2(minimum)
		Warranty	minimum 1-year warranty including parts & service (minimum)
SI	Item	Specification	

8	Printer (Color)	Brand	Any international Reputed Brand
		Model	To be mentioned by the bidder
		Country of Origin	To be mentioned by the bidder
		Country of Manufacture	To be mentioned by the bidder
		Documentation	ISO with MAL
		Processor	1.2GHz (Minimum)
		RAM	1G (Minimum)
		Resolution	1200 dpi x 1200dpi (Minimum)
		Print speed	35 ppm (Minimum)
		Duty cycle	UP to 80,000 pages/monthly
		Duplexer facility	Automatic duplexer for two-sided printing
		Network Facility	Yes (10/100/1000 Gigabit Ethernet network port)
		Paper Tray Standard	1(Minimum)
		USB Drive Compatibility	Yes
		First Tray	100-sheet multipurpose tray 1(minimum)
		2ndTray	500-sheet input tray 2(minimum)
		Supported Consumables	Same Brand Original Toner Set
		Environment	ECO Friendly
Warranty	minimum 1-year warranty including parts & service (minimum)		
SI	Item	Specification	
9	Projector	Brand	Any reputed brand
		Product Name	Multimedia Projector
		Display Type	3LCD Technology
		Throw Ratio	1.38 - 2.24:1 (Minimum)
		Resolution	WXGA, 1280 x 800
		Image size	30"-300"
		Contrast ratio	16,000:1
		Aspect Ratio	4:3
		Zoom Ratio	1.6x
		Color Brightness	4200 Lumens (Minimum)
		White Light Output	5500 Lumens (Minimum)
		Life of Lamp -Standard Usage	5000 Hours (Minimum)
		Life of Lamp - Echo Usage	10000 Hours (Minimum)
		Projection Lens	Manual
		Network & Connectivity	HDMI-2, VGA/D-Sub-1, USB- USB 2.0 Type A, USB 2.0 Type B, Audio- Audio in, Audio out, LAN- RJ45 x 1
		I/O Ports & Connectivity	USB 2.0 Type A, USB 2.0 Type B, RS-232C, Wired Network, Gigabit ethernet interface, Wireless Network (optional), VGA in (2x), VGA out, HDMI in (2x), Composite in, RGB in (2x), RGB out, MHL, Stereo mini jack audio out, Stereo mini jack audio in (2x), Wireless LAN b/g/n (2.4GHz), Wireless LAN IEEE 802.11a/b/g/n/ac (WiFi 5).
Power Source	AC 220 V - 240 V, 50 Hz - 60 Hz		
Compatibility	IBM Compatible VGA, SVGA, XGA, WXGA/SXGA/WSXGA+/HD/UXGA (compressed), Video: 525i(480i), 525p(480p), 625i(576i), 625p(576p)1125i(1080i 50/60), 750p(720p 50/60), 1125p(10		
Use for	Ceiling Mount		

Sl	Item	Specification
		Warranty minimum 1-year warranty including parts & service (minimum)
10	Auto Duplex Feeder Document Scanner	Brand Name Any reputed brand Throughput Speeds 40 ppm(Minimum) Paper Type Landscape, Legal, Letter, A4 Size, Black & White, grayscale, color. Recommended Daily Volume 5,000 Pages per day (Minimum) Scanning Technology Grayscale output bit depth is 256 levels (8-bit); color capture bit depth is 48 bits (16 x 3); color output bit depth is 24 bits (8 x 3) Maximum Optical Resolution 600 dpi (Minimum) Output Resolution 75 / 100 / 150 / 200 / 240 / 250 / 300 / 400 / 600 / 1200 dpi (minimum) Operator Control Panel Graphical LCD Display with operator control buttons Max. / Min. Document Width Max: 216 mm x 3000 mm (8.5 in. x 118 in.) Color Brightness Min: 52 mm x 52 mm (2.08 in. x 2.05 in .) Paper Thickness and Weight 34-413 g/m2 (9-110 lb.) Paper Feeder/Elevator Up to 50 sheets of 80 g/m2 (20 lb.) Paper Document Sensing Ultrasonic multi-feed detection; Intelligent Document Protection Scanner Roller lifetime 200000 lac (Minimum) Scanner Pad Lifetime 200000 lac (Minimum) Connectivity USB 2.0; USB 3.0 Compatible Software Support WINDOWS Bundled software: TWAIN, ISIS, and WIA drivers; File Format Outputs Single and multi-page TIFF, JPEG, RTF, BMP, PDF, searchable PDF Power Supply 100-240V; 50-60 Hz Warranty 3 years (parts and maintenance service) (minimum)
11	NVR	Brand & Model Mentioned by the tenderer Main Processor Industrial embedded micro-processor (minimum) Operating System Embedded LINUX Interface 2 HDMI (up to 3840 x 2160 , Different Source), 1 VGA Resolution 3840 x 2160(maximum) , 1024 x 768(minimum) Multi-screen Display 1st Screen: 1/4/8/9/16/25/36/64 and 2nd Screen: 1/4/8/9/16 (minimum) Operation Interface Web/local GUI AI Search Search pictures by channel, time, event type Playback 128 Mbps in Raid 5 Mode, 64 Mbps in single HDD Mode Playback Function Play, Pause, Stop, Rewind, Fast play, Slow Play,Next File, Previous File, Next Camera, Previous Camera, Full Screen, Repeat, Shuffle, Backup Selection, Digital Zoom Backup Mode USB Device/Network/Internal SATA burner/eSATA Device. Internal HDD Slot 8 SATA III Ports, Up to 10 TB capacity for each HDD (minimum) HDD Storage 8x6TB (each), SATA HD, 7200 RPM with Enterprise-level HDDs (minimum) HDD Mode Single, Raid 0/1/5/6/10/50/60 (Support Global

		HDD Hot-spare)	
	eSATA	1 eSATA Port	
	Front Cover	Support Hot-swap (minimum)	
	USB	2 front USB 2.0 ports, 2 rear USB 3.0 ports (minimum)	
	RS232	1 Port, for PC Communication and Keyboard (minimum)	
	RS485	1 Port, for PTZ Control (minimum)	
	IP Camera Input	128 Channel (minimum)	
	Two-way Talk	1 Channel Input, 1 Channel Output, RCA	
	Compression	H.265/H.264/MJPEG (minimum)	
	Resolution	12MP, 8MP, 6MP, 5MP, 4MP, 3MP, 1080P, 1.3MP, 720P support.	
	Record Rate	384Mbps(minimum)	
	Bit Rate	16Kbps ~ 20Mbps Per Channel (minimum)	
	Record Mode	Manual, Schedule (Regular, Continuous), MD (Video detection: Motion Detection, Camera Blank, Video Loss), Alarm, Stop	
	Record Interval	1 ~ 120 min (default: 60 min), Pre-record: 1 ~ 30 sec, Post-record: 10 ~ 300 sec	
	Network Interface	2 RJ-45 Ports (10/100/1000Mbps) (minimum)	
	Ethernet Port	2 Ethernet Ports Joint Working or 2 Independent 1000Mbps Ethernet Ports	
	Network Function	HTTP, TCP/IP, IPv4/IPv6, UPnP, RTSP, UDP, SMTP, NTP, DHCP, DNS, IP Filter, PPPoE, DDNS, FTP, Alarm Server, IP Search (Support Any IP camera, DVR, NVS, etc.)	
	Interoperability	ONVIF 2.4, CGI Conformant (minimum)	
	Support	Existing Dahua IP camera should be support and configuration with new NVR.	
Sl	Item	Specification	
12	IP Camera	Model	Any reputed brand
		Image Sensor	1/2.7" 2Megapixel progressive scan CMOS
		Effective Pixels	1920(H) x 1080 (V)
		Scanning System	Progressive
		Electronic Shutter Speed	Auto/Manual, 1s~1/100000s
		ROM	16MB(minimum)
		RAM	64MB(minimum)
		Min. Illumination	0.025Lux/F2.1(Color), 0Lux/F2.1(IR on)
		Camera Features	
		Max. IR LEDs Length	30m (minimum)
		Day/Night	Auto (ICR)/Color/B/W
		White Balance	Auto/Manual
		Gain Control	Auto/Manual
		Noise Reduction	3D
		Privacy Masking	Up to 4 areas
		Lens	
		Focal Length	3.6mm(6mm optional)
		Max Aperture	F2.1(F2.0)
		Focus Control	Manual
		Angle of View	H: 93°(63°)
Lens Type	Fixed lens		
Mount Type	Board-in Type		

		Video	
		Compression	H.264/ H.264H/ H.264B/ MJPEG
		Resolution	1080P(1920× 1080)/720P(1280× 720)/D1(704×/CIF(352× 288/352× 240)
		Network	
		Ethernet	RJ-45 (10/100Base-T)
		Protocol	IPv4/IPv6, HTTP, HTTPS, TCP/IP, UDP, UPnP, ICMP, IGMP, RTSP, RTP, SMTP, NTP, DHCP, DNS, PPPOE, DDNS, FTP, IP Filter, QoS
		PoE	Yes
		Compatibility	ONVIF, CGI
		Management Software	Smart PSS; DSS; DMSS etc.
Sl	Item	Specification	
13	6KVA Online UPS	Brand	Offer by Supplier
		Brand of Origin	To be mentioned by tenderer
		Country of Manufacture	To be mentioned by tenderer
		Model	Offer by Supplier
		Capacity	6 KVA
		Parallel Option	Available
		Input Parameters	
		Rectifier Type	IGBT Rectifier
		Rated Voltage	230Vac Single Phase Three Wire
		Input Voltage Range	Single Phase 100Vac- 288Vac
		Input Frequency Range	40 Hz-70Hz
		Input Power Factor	>=0.99 for Single Phase
		THDi	<5%
		Battery	
		Battery Type	Maintenance Free Lead Acid
		Charging Capability.	5A
		Backup time	90 minutes@ full IT load
		Battery Capacity	12V-65AH
		Battery Brand	LEOCH/Equivalent
		No of Battery	16 pcs
		Battery Cabinet	External (Tower)
		Output Parameters	
		Rated Power	6KVA/6KW
		Rated Voltage	Single Phase 230/220 Vac
		Output PF	Unity
		Voltage Stability	0.01
		Output Frequency	50 Hz/ 60 Hz
		Frequency Precision	0.0025
		Output Voltage THD	<2% for Linear Load and
		Management Software	<5% for Non-Linear Load
Load Crest Factor	3:1 Comply with IEC 62040-3		
Step Load	1		
Output Mode	Terminal Strip		
Programmable outlets	Yes		
Overload Performance (% of	105%-125% 5 Mints, 125%-150% 1Min, 500ms for >150%		

System parameters and Standards	
Conversion Type	Online Double Conversion
Parallel Mode	3+1
Installation Mode	Rack/Tower Convertible
System Efficiency	0.96
Switching Time	0 millisecond
Noise	>50dB
LCD Display	Yes
Safety	IEC/EN62040-1-1
Electromagnetic Compatibility	IEC/EN62040-2, IEC/EN61000-3-11, IEC/EN61000-3-12, YD/T1095-2008
Surge Protection	IEC/EN62040-2, meeting IEC/EN61000-4-5
Energy star certificate	yes
Protection Level	IP20
Dimension (mm)	430x400x85(2U)
Net Weight (kg)	11 kg
Communication and Management	
Interface Type	USB/Intelligent Slot (Dry Contact Card/SIC Card/Modbus Card/RS485 Card)
SNMP card	Integrated in UPS
Management	Site Monitor
Environmental Parameters	
operating Temp	0-50 Degree Celsius* *
Relative Humidity	0-95% Without Condensation
Max Altitude	<3000 meters
Vehicle Mounting	Suitable for Vehicle installation

(For Lot-3)

S.I	Item	Specification	
01	AC (4 ton)	Origin	Any Reputed Brand
		Assembled by	Any Eligible Country
		Model	Offered by Vendor
		Air Circulation (m3/h)	2300
		Auto Left-Right Swing	No
		Auto Operation	Yes
		Auto Restart	Yes
		Auto UP-Down Swing	Yes
		Capacity BTU/hr	48000 BTU/ 54592
		Child Lock	Yes
		Comfort Cooling	Yes
		Compressor Type	Rotary or Suitable Equivalent
		Condenser Type	Copper Tube Condenser or Suitable Equivalent
		Cooling Power Input (Watt)	5000
		COP/EER (w/w)	2.8/3.56
		Display Type	LED
		Energy saving	Inverter
		Evaporator Fin Type	Golden Fin
		Fan Mode	Yes
		Function	Cooling
		Indoor (mm) [L×W×H]	910 × 290 × 910/ 950 × 60 × 950
		Minimum Pipe Length	10 Feet
		Net Weight (Indoor) (Kg)	26/32 or Best Suitable
		Net Weight (Outdoor) (Kg)	67/72 or Best Suitable
		Noise Level (dB) Indoor/Outdoor	42/57 or Best Suitable
		Operation/Control	Wireless Remote
		Outdoor (mm) [L×W×H]	980 × 790 × 427 or Best Suitable
		Power Supply (phase/voltage (V)/frequency (Hz)/current (A)	1ph 220~240V 50Hz
		Product Category	Cassette
		Product Quantity	6 Pcs
		Rated Input Power (W)	6600
Refrigerant Type	R32A		
Timer	Yes		
Turbo Button	Yes		
Warranty	Minimum: Compressor: 10 (Ten) Years; Spare Parts: 01 (One) Year; After Sales Service: 01 (One) Year		
Sl	Item	Specification	
02	AC (1.5 ton)	Origin	Any Reputed Brand
		Assembled by	Any Eligible Country
		Model	Offered by Vendor
		Air Circulation (m3/h)	1300

Auto Left-Right Swing	No
Auto Operation	Yes
Auto Restart	Yes
Auto UP-Down Swing	Yes
Capacity BTU/hr	24000 BTU/27296
Child Lock	Yes
Comfort Cooling	Yes
Compressor Type	Rotary or Suitable Equivalent
Condenser Type	Copper Tube Condenser or Suitable Equivalent
Cooling Power Input (Watt)	2180
COP/EER (w/w)	3.21/3.62
Display Type	LED
Energy saving	Inverter
Evaporator Fin Type	Golden Fin
Fan Mode	Yes
Function	Cooling
Indoor (mm) [L×W×H]	840 × 240 × 840/ 950 × 60 × 950
Mnimum Pipe Length	10 Feet
Net Weight (Indoor) (Kg)	26/32 or Best Suitable
Net Weight (Outdoor) (Kg)	67/72 or Best Suitable
Noise Level (dB) Indoor/Outdoor	42/57 or Best Suitable
Operation/Control	Wireless Remote
Outdoor (mm) [L×W×H]	980 × 790 × 427 or Best Suitable
Power Supply (phase/voltage (V)/frequency (Hz)/current (A)	1ph 220~240V 50Hz
Product Category	Cassette
Product Quantity	2 Pcs
Rated Input Power (W)	3800
Refrigerant Type	R32A
Timer	Yes
Turbo Button	Yes
Warranty	Minimum: Compressor: 10 (Ten) Years; Spare Parts: 01 (One) Year; After Sales Service: 01 (One) Year

Section 8. Drawings

*NOT
APPLICABLE*





Infrastructure Development Company Limited (IDCOL)

Level-16, UTC Building, 8 Panthapath, Kawran Bazar,
Dhaka-1215, Bangladesh

Invitation for Tenders

1	Ministry/Division	Ministry of Finance	
2	Agency	Infrastructure Development Company Limited (IDCOL)	
3	Procuring Entry Name	Rural Electrification and Renewable Energy Development Project-II-Additional Financing-II (REREDPII-AFII)	
4	Procuring Entry Code	N/A	
5	Procuring Entry District	Dhaka	
6	Invitation for	Supply and Installation of IT Equipment for IDCOL (3 Lots)	
7	Invitation Ref No	IDCOL/2023/JL/NCB/02	
8	Date	16 October 2023	
KEY INFORMATION			
9	Procurement Method	Open Tendering Method (National)	
FUNDING INFORMATION			
10	Budget and Source of Funds	Development Budget (IDA Credit)	
11	Development Partners	International Development Association (IDA), World Bank	
PARTICULAR INFORMATION			
12	Project Name	Rural Electrification and Renewable Energy Development Project-II-Additional Financing-II(REREDPII-AFII)	
13	Tender Publication Date	October 17, 2023	
14	Tender Last Selling Date	November 06, 2023	
15	Tender Closing Date and Time	November 07, 2023, Time 12:00 pm	
16	Tender Opening Date and Time	November 07, 2023, Time 12:30 pm	
17	Name & Address of the office	Mr. Md. Abu Taleb, Officer, Procurement, IDCOL Address: Level-12, UTC Building, 8 Panthapath, Kawranbazar, Dhaka-1215	
	Selling Tender Document		
	Receiving Tender Document		
	Opening Tender Document		
18	Place /Date/Time of Pre - Tender Meeting (Optional)	October 25, 2023 at 03:00 PM. Place of Pre-Tender Meeting: IDCOL Head Office, Level-16, UTC Building, 8 Panthapath, Kawranbazar, Dhaka-1215, Bangladesh.	
INFORMATION FOR TENDERER			
19	Eligibility of Tenderer	Any eligible supplier/distributor who meets the criteria mentioned in the tender document.	
20	Brief Description of Goods	Lot-1: Supply of 4 units Server, 3 units of VMware License, 8 units of Microsoft Windows Server Standard License (Perpetual), 2 units of Switch-Core-CISCO, and 02 units of Firewall Lot-2: Supply of 30 units of Laptop Core i3, 54 units of Laptop Core i5, 60 units of Desktop Computer, 63 units of Monitor, 122 units of Multifunctional Hub, 2 units of Photocopier Machine, 04 units of Printer, 05 units of Projector, 04 units of Scanner, Supply and Installation of CCTV Surveillance System with NVR & IP Camera, and 01 unit of 6KVA Online UPS Lot-3: Supply and Installation of 19 ton of AC for IDCOL	
21	Tender Document Price	Tk.2,000/- (two thousand) only payable in the form of Pay Order/ Bank draft from any scheduled bank in Bangladesh for individual lot in favor of "Infrastructure Development Company Limited". Cash Payment is not allowed.	
22	Tender Validity Period	90 (ninety) days	
23	Tender Security	For Lot-1: BDT 400,000/- (Take four lac only) For Lot-2: BDT 325,000/- (Take three lac and twenty-five thousand only) For Lot-3: BDT 75,000/- (Take sixty-five thousand only)in favour of Infrastructure Development Company Limited. Tenderers participating in multiple Lots shall submit tender security for each Lot separately	
24	Address of Official Inviting Tender	Mr. Md. Abu Taleb, Officer, Procurement, IDCOL Address: Level-12, UTC Building, 8 Panthapath, Kawranbazar, Dhaka-1215	
25	Contact Details of Official Inviting Tender	Tel: 02-5513952-880-2-9102171-8, +880-966-6743265 Ext # 6401	Fax: N/A E-mail: taleb@idcol.org
26	The procuring entry reserves the right to accept or reject all tenders without assigning any reason whatsoever.		

