

EASTERN REFINERY LIMITED  
(A Subsidiary of Bangladesh Petroleum Corporation)  
NORTH PATENGA, P.O. BOX NO-35,  
CHITTAGONG-4204, BANGLADESH

TENDER DOCUMENT  
FOR  
SUPPLY OF EXCHANGER & METAL GASKET

Invitation for Local Tender No: ER/LP/LT- 37/2020  
Issued on: 28th July, 2020  
Price: TK. 1000/-

# Table of Contents

<b>Section 1. Instructions to Tenderers .....</b>	<b>1</b>
<b>A. General.....</b>	<b>1</b>
1. Scope of Tender.....	1
2. Corrupt, Fraudulent, Collusive or Coercive Practices .....	1
3. Eligible Tenderers.....	1
<b>B. Tender Document.....</b>	<b>2</b>
4. <a href="#">Tender Document.....</a>	<a href="#">2</a>
5. Clarification of Tender Documents .....	2
6. Addendum to Tender Documents .....	2
<b>C. Qualification Criteria.....</b>	<b>2</b>
7. General Criteria.....	Error! Bookmark not defined.
8. <a href="#">Experience Criteria.....</a>	<a href="#">3</a>
9. Financial Criteria.....	Error! Bookmark not defined.
10. Subcontractor(s).....	3
<b>D. Tender Preparation.....</b>	<b>3</b>
11. <a href="#">Only One Tender.....</a>	<a href="#">3</a>
12. <a href="#">Issuance, Sale and Language of Tender Documents.....</a>	<a href="#">3</a>
13. Contents of Tender .....	4
14. <a href="#">Tender Submission Letter and Price Schedule.....</a>	<a href="#">4</a>
15. Tender Prices.....	5
16. Tender Currency .....	6
17. <a href="#">Documents Establishing Eligibility and Qualification of Tenderer.....</a>	<a href="#">5</a>
18. Documents Establishing the Conformity of the Goods .....	6
19. Validity Period of Tender and its Extension .....	6
20. Tender Security.....	6
<b>E. Tender Submission .....</b>	<b>7</b>
21. Sealing & Marking of Tender .....	7
22. Deadline for Submission of Tenders .....	7
23. Modification, Substitution and Withdrawal of Tender.....	7
<b>F. Tender Opening and Evaluation.....</b>	<b>8</b>
24. Tender Opening .....	8
25. Evaluation Process.....	8
26. Preliminary Examination .....	8
27. Technical Examinations & Responsiveness .....	8
28. Clarification on Tender .....	9
29. Correction of Arithmetical Errors.....	9
30. Financial Evaluation .....	9
31. Price Comparison .....	10
32. Negotiation.....	10
33. Post-qualification.....	10
34. Procuring Entity's Right to Accept any or to Reject Any or All Tenders.....	10
<b>G. Contract Award.....</b>	<b>11</b>
35. <a href="#">Award Criteria.....</a>	<a href="#">10</a>
36. Notification of Award.....	11
37. Performance Security.....	12
38. Contract Signing.....	12
39. <a href="#">Publication of NOA ,Award of Contract and Debriefing of Tenderers... ..</a>	<a href="#">11</a>
40. Right to Complain .....	12

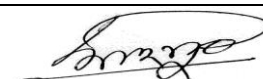
<b>Section 2. Tender Data Sheet</b> .....	<b>13</b>
<b>A. General</b> .....	<b>13</b>
<b>B. Tender Document</b> .....	<b>13</b>
<b>C. Qualification Criteria</b> .....	<b>13</b>
<b>D. Preparation of Tender</b> .....	<b>14</b>
<b>E. Submission of Tender</b> .....	<b>14</b>
<b>F. Opening and Evaluation of Tenders</b> .....	<b>15</b>
<b><u>G. Contract Award</u></b> .....	<b><u>15</u></b>
<b>Section 3 .General Conditions of Contract</b> .....	<b>15</b>
1. Definitions.....	15
2. Corrupt, Fraudulent, Collusive or Coercive Practices .....	16
3. Documents Forming the Contract & the order of precedence.....	16
4. Assignment of Rights .....	16
5. Supplier’s Responsibilities .....	16
6. Procuring Entity’s Responsibilities .....	16
7. Acceptance .....	17
8. Contract Price .....	17
9. Transportation .....	17
10. Terms of Payment.....	17
11. Performance Security.....	17
12. Inspections & Tests .....	17
13. Warranty.....	17
14. Delays in Delivery and Extensions of Time .....	18
15. Liquidated Damages.....	18
16. Termination for Default.....	18
17. Contract Amendment .....	18
18. Settlement of Disputes .....	19
<b>Section 4. Particular Conditions of Contract</b> .....	<b>20</b>
<b>Section 5. Tender Forms &amp; Contract Forms</b> .....	<b>21</b>
Tender Submission Letter (Form PG2 – 1) .....	22
Price Schedule for Goods & related services (Form PG2-2) .....	23
Specifications Submission and Compliance Sheet (Form PG2-3).....	25
Bank Guarantee for Tender Security (Form PG2 – 4) .....	26
<b><u>Bank's Letter of Commitment for Line of Credit (Form PG2-5)</u></b> .....	<b><u>26</u></b>
Notification of Award (Form PG2 - 6).....	29
Contract Agreement (Form PG2 - 7).....	30
Bank Guarantee for Performance Security (Form PG2 – 8).....	31
<b>Section 6. Schedule of Requirements</b> .....	<b>32</b>
<b>Section 7. Technical Specifications</b> .....	<b>33</b>

# Section 1. Instructions to Tenderers

<b>A. General</b>	
<b>1. Scope of Tender</b>	1.1 The Procuring Entity, as indicated in the Tender Data Sheet ( <b>TDS</b> ) issues this Tender Document for the supply of Goods, and related services incidental thereto, as specified in the <b>TDS</b> and as detailed in <b>Section 6: Schedule of Requirements</b> .
<b>2. Corrupt, Fraudulent, Collusive or Coercive Practices</b>	<p>2.1 The Government requires that the Procuring Entity as well as the Tenderers shall, observe the highest standard of ethics during implementation of the Procurement proceedings and the execution of Contracts under public funds.</p> <p>2.2 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against any Tenderer or Supplier in competing for, or in executing, a contract under public fund, Procuring Entity shall -</p> <ul style="list-style-type: none"> <li>(a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or</li> <li>(b) reject any recommendation for award that had been proposed for that concerned Tenderer or;</li> <li>(c) declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.</li> </ul>
<b>3. Eligible Tenderers</b>	<p>3.1 This Invitation for Tenders is open/limited to Tenderers as specified in the <b>TDS</b>.</p> <p>3.2 Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law.</p> <p>3.3 Tenderers shall be enrolled in the relevant professional or trade organisations registered in Bangladesh.</p> <p>3.4 Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.</p> <p>3.5 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest.</p> <p>3.6 Tenderers in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause <b>2</b>.</p>



	<p>3.7 Tenderers are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract.</p> <p>3.8 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.</p> <p>3.9 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.</p>
<b>B. Tender Document</b>	
<b>4. Tender Document</b>	4.1 All the Sections provided in this Document shall comprise the Tender Document and shall be read in conjunction with any addendum issued under ITT Clause 6.
<b>5. Clarification of Tender Documents</b>	5.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and within time as indicated in the <b>TDS</b> .
<b>6. Addendum to Tender Documents</b>	<p>6.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum.</p> <p>6.2 The Addendum issued under ITT Sub Clause 6.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents.</p> <p>6.3 If an Addendum is issued when time remaining is less than <b>one-third</b> of the time allowed for the preparation of Tenders, the Procuring Entity shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. The minimum time for such extension shall not be less than three (3) working days.</p>
<b>C. Qualification Criteria</b>	
<b>7. General Criteria</b>	<p>7.1 Tenderers shall possess the necessary qualifications and competence, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.</p> <p>7.2 In addition to meeting the eligibility criteria, as stated under ITT Clause 3, the Tenderer must satisfy the other criteria stated under ITT Clause 7 to 9 inclusive.</p>



	7.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderer shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts except for general experience as stated under ITT Sub Clause 8.1(a) and specific experience, unless otherwise of different nature, as stated under ITT Sub Clause 8.1(b).
<b>8. Experience Criteria</b>	8.1 Tenderers shall have the following minimum level of supply experience to qualify for supplying the Goods and related Services under the contract: <ul style="list-style-type: none"> <li>(a) a minimum number of years of general experience in the supply of Goods and related services as specified in the <b>TDS</b>;</li> <li>(b) specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least one contract with a minimum value, over the period, as specified in <b>TDS</b>.</li> </ul>
<b>9. Financial Criteria</b>	9.1 Tenderers shall have the availability of minimum liquid assets, net of other contractual commitments, of the amount as specified in the <b>TDS</b> .
<b>10. Subcontractor(s)</b>	10.1 The successful Tenderer shall under no circumstances assign the supply of Goods or any part of it to the Subcontractor(s).
<b>D. Tender Preparation</b>	
<b>11. Only One Tender</b>	11.1 Tender being invited for one or more items on an "item-by-item" basis, each such item shall constitute a Tender. Tenderers shall submit only one (1) Tender for one or more items of each lot or single lot of a package. Tenderer who submits more than one (1) Tender in one or more item (s) of one (1) lot will cause all the Tenders of that particular Tenderer to be rejected.
	11.2 Tender being invited for a single lot/package, the single lot/package shall constitute a Tender. Tenderers shall submit only one (1) Tender for the lot/package. Tenderer who submits more than one (1) Tender in the lot/package will cause all the Tenders of that particular Tenderer to be rejected.
	11.3 Tender being invited for a number of lots on a "lot-by-lot" basis, each such lot shall constitute a Tender. Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits more than one (1) Tender in one (1) lot of the package will cause all the Tenders of that particular Tenderer to be rejected.



<p><b>12. Issuance, Sale and Language of Tender Document</b></p>	<p>12.1 The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers without any pre-condition at the corresponding price by the date the advertisement has been published in the newspaper or such other invitation, as applicable. Tenders shall be written in English and correspondences and documents relating to Tender may be in English or <i>Bangla</i>.</p>
<p><b>13. Contents of Tender</b></p>	<p>13.1 The Tender prepared by the Tenderer shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Tender Submission Letter (<b>Form PG2-1</b>) as stated under ITT Sub Clause 14.1.</li> <li>(b) the priced Schedule for Goods and related services (<b>Form PG2-2</b>) for each lot as stated under ITT Sub Clause 14, 15 and 16;</li> <li>(c) the completed Specifications Submission and Compliance Sheet (<b>Form PG2-3</b>) as stated under ITT Sub Clause 18;1.</li> <li>(d) the Tender Security as stated under ITT Clause 20;</li> <li>(e) the valid Trade License as stated under ITT Sub Clause xx</li> <li>(f) documentary evidence of Tax Identification Number (TIN) and VAT as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 3.4;</li> <li>(g) documentary evidence as stated under ITT Clause 23 establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the Goods and related services under the Contract; and</li> <li>(g) any other document as specified in the <b>TDS</b>.</li> </ul>
	<p>13.2 In the event, this Tender is invited under <b>LTM</b> the following shall apply:</p> <ul style="list-style-type: none"> <li>(a) Tenderers shall be required to submit documentary evidence of updated valid enlistment under the Procuring Entity as stated under ITT Sub Clause 3.1;</li> <li>(b) Tenderers shall not be required to furnish as part of its Tender, any Tender Security as stated under ITT Sub Clause 8.1(d).</li> <li>(c) Tederers shall not be required to submit the Trade License as stated under ITT Sub Clause 8.1(e);</li> </ul>
<p><b>14. Tender Submission Letter and Price Schedule</b></p>	<p>14.1 Tenderers shall submit the Tender Submission Letter (<b>Form PG2-1</b>), which shall be completed without any alterations to its format, filling in all blank spaces with the</p>



	<p>information requested, failing which the Tender may be rejected as being incomplete. Tenderers shall further submit the priced Schedule using the form(s) furnished in <b>Section 5: Price Schedule.</b></p>
	<p>14.2 If in preparing its Tender, the Tenderer has made errors in the unit rate or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the Tenderer.</p>
<b>15. Tender Prices</b>	<p>15.1 Tenderers shall fill in unit rates for the items of the Goods both in figures and in words as described in the Price Schedule.</p>
	<p>15.2 All items or lots in <b>Section 6: Schedule of Requirements</b> must be listed and priced separately on the Price Schedule following the <b>Form PG2-2.</b></p>
	<p>15.3 Tenders being invited either for one or more items on an <b>'item-by-item'</b> basis or for a single lot/package or. for a number of lots on <b>'lot-by-lot'</b> basis, as specified in the <b>TDS</b>, the price quoted for an item shall correspond to full quantity under that particular item; otherwise the Tenders shall be considered non-responsive.</p>
	<p>15.4 Tenders being invited for a single lot/package, price quoted shall correspond to all the items of the lot/package and, shall further correspond to full quantity under each item of the lot/package as stated under ITT Sub Clause 15.3; otherwise the Tenders shall be considered non-responsive.</p>
	<p>15.5 Tenders being invited for a number of lots on "lot-by-lot" basis, the lot not quoting at least eighty (80) percent of the total number of items under that lot, determined in the methodology as stated under ITT Sub Clause 15.6, shall be considered non-responsive.</p>
	<p>15.6 Tenderers quoting in the least eighty (80) percent of the total number of items in a lot, taking into consideration the fractions after the decimal to the nearer digit, for Tenders invited on "lot-by-lot" basis, the methodology for determining the equivalent lot value as stated under ITT Sub Clause 15.5, shall be to simulate the total price of the lot by adding up the average of the prices quoted by the other responsive Tenderers for the missing items to that lot value, to establish its responsiveness and, will be used for price comparison, as stated under ITT Sub Clause 31.1.</p>
	<p>15.7 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit rates and the Total price submitted by the Tenderers.</p>



<b>16. Tender Currency</b>	16.1 Tenderers shall quote all prices in the Tender Submission Letter and in the Price Schedule in Bangladesh Taka (BDT) currency.
<b>17. Documents Establishing the Eligibility and Qualification of the Tenderer</b>	<p>17.1 Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following:</p> <ul style="list-style-type: none"> <li>(a) complete the eligibility declarations in the Tender Submission Letter (<b>Form PG2-1</b>);</li> <li>(b) general experience in supply of Goods and related services, as stated under ITT Sub Clause 8.1(a), substantiated by the year of registration/constitution/licensing in Bangladesh;</li> <li>(c) specific experience in supply of Goods and related services under public or private sector of similar nature and size, as stated ITT Sub Clause 8.1(b), substantiated by Completion Certificate (s) issued, or duly certified, by the relevant Procuring Entity(s);</li> <li>(d) adequacy of minimum liquid assets, substantiated by any scheduled Bank of Bangladesh in the format as specified (<b>Form PG2-5</b>), without alteration, issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 9.1;</li> <li>(e) authority (s) to seek references from the Tenderer's Bankers or any other sources in its letter-head pad;</li> </ul>
<b>18. Documents Establishing the Conformity of the Goods</b>	!8.1 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 <b>Section 7: Technical Specifications</b> .
<b>19. Validity Period of Tender and its Extension</b>	<p>19.1 Tenders shall remain valid for the period specified in the <b>TDS</b> after the date of Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a period shorter than that specified shall be considered as non- responsive.</p> <p>19.2 In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clause 26.2.</p> <p>19.3 <b>In the event</b>, this Tender is invited under <b>LTM</b> the ITT Sub Clause 19.1 and 19.2 shall not be applicable.</p>
<b>20. Tender Security</b>	20.1 Tenderers shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, as specified in the <b>TDS</b> .

	20.2 The Tender Security shall be at the Tenderer's option, be either in the form of Bank Draft or Pay Order or irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh, in the format <b>(Form PG2-4)</b> , without any alteration, furnished in <b>Section 5: Tender and Contract Forms</b> ; remaining valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.
	20.3 The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion in writing from the Bank issuing the security. A Tender not accompanied by a valid Tender Security shall be considered as non-responsive.
	20.4 No Tender Security shall be returned to the Tenderers before contract signing.
	20.5 <b>The Tender</b> Security may be forfeited if a Tenderer: <ul style="list-style-type: none"> <li>(a) modifies, substitutes or withdraws its Tender after submission as stated under ITT Sub Clause 23.1;</li> <li>(b) refuses to accept a Notification of Award, as stated under ITT Sub Clause 36 ; or</li> <li>(c) fails to furnish Performance Security, as stated under ITT Sub Clause 37 ; or</li> <li>(d) refuses to sign the Contract, as stated under ITT Sub Clause 38 ;</li> <li>(e) does not accept the correction of the Tender price following the correction of arithmetic errors, as stated under ITT SubClause 29.</li> </ul>
	<b>20.6 In the event</b> , this Tender is invited under <b>LTM</b> ; the ITT Clause 20 shall not be applicable, as indicated in the <b>TDS</b> .
<b>E. Tender Submission</b>	
<b>21. Sealing &amp; Marking of Tender</b>	21.1 Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 4 and clearly mark it "ORIGINAL" with all particulars of the Procuring Entity, the Tenderer and the Tender.
<b>22. Deadline for Submission of Tenders</b>	22.1 Tenders shall be delivered to the Procuring Entity at the address specified in the <b>TDS</b> and not later than the date and time specified in the <b>TDS</b> . Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared LATE and returned unopened to the Tenderer.
<b>23. Modification, Substitution or Withdrawal of Tender</b>	23.1 Tenderers may not modify, substitute or withdraw its Tender after it has been submitted. Tenders modified, substituted or withdrawn shall be rejected.

## F. Tender Opening and Evaluation

<b>24. Tender Opening</b>	24.1 Tenders shall be opened immediately after the deadline for submission of Tenders at the place as specified in the <b>TDS</b> but not later than <b>ONE HOUR</b> after expiry of the submission date line.
<b>25. Evaluation process</b>	25.1 Tender Evaluation Committee (TEC) may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following four steps: <ul style="list-style-type: none"> <li>(a) Preliminary Examination;</li> <li>(b) Technical Examinations and Responsiveness;</li> <li>(c) Financial evaluation and price comparison;</li> <li>(d) Post-qualification of the lowest evaluated responsive Tenders.</li> </ul>
<b>26. Preliminary Examination</b>	26.1 The Procuring Entity shall examine the Tenders to confirm that all documentation requested in ITT Clause 4 has been provided, to determine the completeness of each document submitted.  26.2 TEC shall confirm that the following documents and information have been provided in the tender. If any of these documents or information is missing, the Tender shall be rejected: <ul style="list-style-type: none"> <li>(a) Tender Submission Letter;</li> <li>(b) Price Schedule; and</li> <li>(c) Valid Tender Security.</li> </ul>
	26.3 <u>In the event</u> , this Tender is invited under <b>LTM</b> ; the following shall be applicable: <ul style="list-style-type: none"> <li>(a) Letter of Enlistment by the specified Procuring Entity;</li> <li>(b) No Tender Security.</li> </ul>
<b>27. Technical Examinations &amp; Responsiveness</b>	27.1 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.  27.2 There shall be no requirement as to the minimum number of responsive Tenders.  27.3 There shall be no automatic exclusion of Tenders which are above or below the official estimate

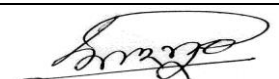


	<p>27.4 TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below:</p> <p>(a) verification and examination of the documentary evidence and completed Specification Submission Sheet <b>(Form PG2-3)</b> to determine the conformity of the Goods and related services.</p> <p>(b) verification and examination of the documentary evidence that the Tenderer's qualifications conform to the Tender Document and the Tenderer meets each of the qualification criterion specified in Sub Section C, Qualification Criteria.</p>
<b>28. Clarification on Tender</b>	28.1 TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to facilitate the examination and evaluation of the Tenders.
	28.2 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.
	28.3 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.
<b>29. Correction of Arithmetical Errors</b>	29.1 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) for due acceptance by the Tenderer. If the Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors its Tender shall be considered non-responsive.
	29.2 In case of discrepancy between words and figures, the rate quoted in word in the completed Price Schedule shall prevail.
<b>30. Financial Evaluation</b>	30.1 TEC will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.
	<p>30.2 To evaluate a Tender, TEC will consider the following:</p> <p>(a) Tender price for Item(s) or Lot</p> <p>(b) adjustment for correction of arithmetical errors as stated under ITT Sub Clause 29;</p> <p>(c) adjustment for application of the methodology for determining the equivalent lot value, as stated under ITT Sub Clause 15.6, as applicable.</p>

	30.3 Variations, deviations and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.
	30.4 To determine the lowest-evaluated lot or combination of lots, the TEC will take into account: (a) the lowest-evaluated Tender for each item(s) or lot, as applicable . (b) the resources sufficient to meet the qualifying criteria for the individual lot or aggregate of the qualifying criteria for the multiple lots.
	30.5 If the winning lot is missing some item(s), as stated under ITT Sub Clause 23.8, comprising twenty (20) percent or less number of items in the lot, the Procuring Entity may procure those missing item(s) from the other responsive Tenderer(s) quoting the lowest price for the missing item(s).
<b>31. Price Comparison</b>	31.1 TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 30.
	31.2 The successful Tenderer as stated under ITT Sub Clauses 31.1 shall not be selected through lottery under any circumstances
<b>32. Negotiation</b>	32.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
<b>33. Post-qualification</b>	33.1 The determination on Post-qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer as stated under ITT Clause 17, clarifications as stated under ITT Clause 28 and the qualification criteria as stated under ITT Clause 7,8 and 9. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
<b>34. Procuring Entity's Right to Accept any or to Reject Any or All Tenders</b>	34.1 The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and , to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.

## G. Contract Award

<b>35. Award Criteria</b>	35.1 The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to all the requirements of the Tender Document and that has been determined to be the successful lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified as stated under ITT Clause 33.
<b>36. Notification of Award</b>	<p>36.1 Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer.</p> <p>36.2 The NOA, attaching the contract as per the sample <b>(Form PG2-6)</b> to be signed, shall state:</p> <ul style="list-style-type: none"> <li>(a) the acceptance of the Tender by the Procuring Entity;</li> <li>(b) the price at which the contract is awarded;</li> <li>(c) the amount of the Performance Security and its format;</li> <li>(d) the date and time within which the Performance Security shall be furnished; and</li> <li>(e) the date and time within which the contract shall be signed.</li> </ul> <p>36.3 The NOA shall be accepted in writing by the successful Tenderer within seven (7) working days from the date of its issuance.</p> <p>36.4 In the event, this Tender is invited for one (1) or more items on an "item-by-item" basis, contract(s) will comprise the corresponding item(s) awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s), covering the corresponding item(s).</p> <p>36.5 In the event, this Tender is invited for a single lot, contract will comprise the corresponding items in the lot awarded to the successful Tenderer and, Contract will be signed with the successful Tenderer of the lot, covering the item(s).</p> <p>36.6 In the event, this Tender is invited for a number of lots on a "lot-by-lot" basis, contracts will comprise the corresponding items in a lot awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s) per lot, covering the corresponding item(s).</p> <p>36.7 Until a formal contract is signed, the NOA shall constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.</p>



<b>37. Performance Security</b>	<p>37.1 Performance Security shall be furnished by the successful Tenderer in BDT currency, of the amount as specified in the <b>TDS</b>, in the form of a Bank Draft, Pay Order or an irrevocable unconditional Bank Guarantee, in the format (<b>Form PG2-8</b>), without alteration, issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity; within fourteen (14) days from the date of acceptance of the NOA but not later than the date specified therein, for due performance of the Contract..</p>
	<p>37.2 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>37.3 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable unconditional Bank Guarantee in specified format</p>
<b>38. Contract Signing</b>	<p>38.1 At the same time as the Procuring Entity issues the NOA, the Procuring Entity shall send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer(s) and, within twenty eight (28) days of the issuance of NOA, the successful Tenderer(s) and the Procuring Entity shall sign the contract.</p> <p>38.2 Failure of the successful Tenderer(s) to furnish the Performance Security, as stated under ITT Sub Clause 37.1, or sign the Contract, as stated under ITT Sub Clause 38.1, shall constitute sufficient grounds for the annulment of the award and <u>forfeiture of the Tender Security</u>. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer(s), who is determined by the TEC to be qualified to perform the Contract satisfactorily.</p> <p>38.3 In the event, this Tender is invited under <b>LTM</b>, forfeiture of the Tender Security, as stated under ITT Sub Clause 38.2, shall not be applicable.</p>
<b>39. Publication of Notification of Award of Contract and Debriefing of Tenderers</b>	<p>39.1 The NOA for this Contract, shall be published by the Procuring Entity on its Notice Board and, where applicable on its website and that notice shall be kept posted for not less than a month.</p> <p>39.2 Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her, without disclosing information about any other Tenderer.</p>
<b>40. Right to Complain</b>	<p>40.1 Tenderer has the right to complain in accordance with the Public Procurement Act 2006 and the Public Procurement Rules, 2008.</p>

## 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
<b>A. General</b>	
ITT 1.1	The Procuring Entity is: Eastern Refinery Limited (ERL). The Name of the Tender is: Supply of Various Exchanger & Metal Gasket. Tender Ref: ER/LP/LT- 37/2020 Lot No(s): N/A.
ITT 3.1	All potential Tenderers of Bangladesh are eligible to participate in the Procurement process.
<b>B. Tender Document</b>	
ITT 6.1	For <u>clarification of Tender Document purposes</u> only, the Procuring Entity's address is: Attention: Kazi Mahabubur Rahman, Manager (Purchase). Address: Eastern Refinery Ltd., North Patenga, P.O.Box No.35, Chittagong, Bangladesh. Telephone: 880-31-2501261-67 /Ext.382 Fax No.: 880-31-2501269 e-mail address: managerlp2018@gmail.com; md-office@erl.com.bd
<b>C. Qualification Criteria</b>	
ITT 9.1(a)	N/A
ITT 9.1(b)	N/A
ITT 10.1	The minimum amount of liquid assets i.e working capital or credit line(s) of the Tenderer shall be : N/A



ITT 13.1	<p>The Tender prepared by the Tenderer shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Tender Submission Letter (Form PG2-1),</li> <li>(b) The priced Schedule for Goods and related services (Form PG2-2)</li> <li>(c) The completed Specifications Submission and Compliance Sheet (Form PG2-3),</li> <li>(d) The Tender Security,</li> <li>(e) The valid Trade License,</li> <li>(f) Documentary evidence of Tax Identification Number (TIN) and VAT as a proof of fulfilment of taxation obligations,</li> <li>(g) Documentary evidence establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the Goods and related services.</li> <li>(h) Manufacturer authorization must be submitted with offer.</li> <li>(i) Manufacturer product catalogue/brochure must be submitted with offer.</li> <li>(j) Import documents must be provided.</li> </ul>
<b>D. Preparation of Tender</b>	
ITT 15.3	Tenders being invited for a single lot.
ITT 19.1	The Tender Validity period shall be 60 (sixty) days.
ITT 20.1	The amount of the Tender Security shall be <b>Tk.8,000.00</b> (Eight thousand) in favour of Eastern Refinery Limited, Chittagong.
ITT 20.6	<b>N/A</b>
<b>E. Submission of Tender</b>	
ITT 22.1	<p>For <b><u>Tender submission purposes</u></b> only, the Procuring Entity's address is:  Attention: Kazi Mahabubur Rahman, Manager (Purchase).  Address: Eastern Refinery Ltd., North Patenga, P.O.Box No.35, Chittagong, Bangladesh.  Telephone: 880-31-2501261-67 /Ext.382  Fax No.: 880-31-2501269  e-mail address: managerlp2018@gmail.com; md-office@erl.com.bd</p> <p>The deadline for submission of Tenders is:  Time &amp; Date: 11.15 Hrs. on 17th August, 2020.</p>

## F. Opening and Evaluation of Tenders

ITT 24.1	The Tender opening shall take place at: <b>Eastern Refinery Limited.</b> Address: North Patenga, P.O.Box No.35, Chittagong, Bangladesh. Time & Date: 11.30 Hrs. on 17th August, 2020.
<b>G. Contract Award</b>	
ITT 37.1	The amount of Performance Security shall be 10 percent of the Contract Price and, no Retention Money shall be deducted from the successful Tenderer's payable invoices during Contract implementation, if awarded the Contract.

## 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) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
- (b) **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;
- (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
- (d) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract; ;
- (e) **Day** means calendar days unless otherwise specified as working days;
- (f) **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;
- (g) **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 ;
- (h) **Government** means the Government of the People's Republic of Bangladesh;
- (i) **Procuring Entity** means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the **PCC**;
- (j) **Related Services** means Services linked to the supply of Goods contracts;

- 
- (k) **Supplier** means a Person under contract with a Procuring Entity for the supply of Goods and related Services under the Act;
- (l) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.
2. **Corrupt, Fraudulent, Collusive or Coercive Practices**
- 2.1 The Government requires that Procuring Entity as well as the Supplier shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
- (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
- (c) that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in the Rule 127.
- 2.2 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 will;
- (a) exclude the Supplier from further participation in the particular Procurement proceeding; or
- (b) declare, at its discretion, the Supplier to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
3. **Documents Forming the Contract and Priority of Documents**
- 3.1 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 completed Tender ;
- (d) Particular Conditions of Contract;
- (e) General Conditions of Contract;
- (f) Technical Specifications;
- (g) Priced Schedule and Schedule of Requirements and ;
- (h) Other Documents as appropriate.
4. **Assignment**
- 4.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part.
5. **Supplier's Responsibilities**
- 5.1 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**.
6. **Procuring Entity's Responsibilities**
- 6.1 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.

- 7. Acceptance**
- 7.1 Acceptance by the Procuring Entity shall be completed 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.
- 7.2 Technical Inspection and Acceptance Committee (TIAC), if considered appropriate and constituted by the Procuring Entity shall commence the inspection and acceptance process within twenty-four (24) hours from delivery of the goods, and shall complete the same as soon as practicable.
- 8. Contract Price**
- 8.1 The Contract Price shall be as specified in the **PCC**
- 9. Transportation**
- 9.1 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.
- 10. Terms of Payment**
- 10.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
- On Delivery and Acceptance: Hundred (100) percent** of the Contract Price of the Goods delivered shall be paid after submission of documents specified in GCC Clause 5, supported by the Acceptance Certificate issued by the Procuring Entity pursuant to GCC Clause 7
- 11. Performance Security**
- 11.1 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 and, the Procuring Entity shall not make any claim under the security, except for amounts to which the Procuring Entity is entitled under the Contract.
- 11.2 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations as stated under GCC Clause 13, provided that there are no claims filed against the Supplier.
- 12. Inspections & Tests**
- 12.1 The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. 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 required under the Contract.
- 13. Warranty**
- 13.1 Warranty shall be required from the Supplier for a minimum period as specified in the **PCC**. The Warranty Period of the Supplies shall start from the date of completion of delivery in the form of, submission by the Supplier and acceptance by the Procuring Entity, of the Delivery Chalan.

---

**14. Delays in Delivery and Extensions of Time**

- 14.1 The Supplier shall deliver the Goods or perform the services within the period , as specified in the Delivery and Completion Schedule.
- 14.2 The Procuring Entity may extend the Delivery and Completion Schedule by twenty (20) percent of the original Contract time on reasonably acceptable grounds. In the case an extension of the Delivery and Completion Schedule required is or will be more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity or an officer authorized by him or her for the same shall be required to be obtained.

**15. Liquidated Damages**

- 15.1 If the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule specified in the contract or as extended, the Procuring Entity shall, as Liquidated Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the **PCC**, of the contract value of the undelivered Goods and related services or part thereof delivered after the Delivery and Completion Schedule or as extended. The total amount of Liquidated Damages shall not exceed the amount specified in the **PCC**. The Procuring Entity may deduct Liquidated damages from payments due to the Supplier. Payment of Liquidated damages shall not affect the Supplier's liabilities.

**16. Termination for Default**

- 16.1 The Procuring Entity without prejudice to any other remedy for breach of Contract, by giving twenty-eight (28) days written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if:
- (a) the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 14.2; or
  - (b) the Supplier fails to perform any other obligation under the Contract; or
  - (c) the Supplier, in the judgment of the Procuring Entity has engaged in corrupt, fraudulent, collusive or coercive practices, as stated under GCC Clause 2, in competing for or in executing the Contract; or
  - (d) when the deductible amount due to Liquidated Damage reaches its maximum as stated under GCC Clause 15.
- 16.1 In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 16.1, 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.

**17. Contract Amendment**

- 17.1 Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment

---

signed by the parties.

17.2 The Procuring Entity shall amend the Contract, incorporating the changes approved in accordance with the Delegation of Financial Power or sub-delegation thereof and, introduced to the original Terms and Conditions of the Contract.

## 18. Settlement of Disputes

18.1 Amicable Settlement:

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.

18.2 Arbitration

- (a) If the Parties are unable to reach a settlement under GCC Clause 18.1 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 18.2 (b);
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the **PCC**.

## Section 4. Particular Conditions of Contract

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

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1 (i)	The Procuring Entity is: <b>Eastern Refinery Limited (ERL), North Patenga, Chittagong-4204, Bangladesh.</b>
GCC 5.1	The documents to be furnished by the Supplier shall be as follows: <ul style="list-style-type: none"> <li>a. Supplier's invoice showing Goods' description, quantity, unit rates, total amount etc;</li> <li>b. Supplier's Warranty Certificate (if any);</li> </ul>
GCC 8.1	The Contract price is: The lowest evaluated responsive price.
GCC 13.1	The Warranty Period shall be:
GCC 15.1	<p>The amount of Liquidated Damages is 0.5 of ONE (1) percent of the contract value of the undelivered Goods or any part thereof delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable, per day of delay. : Not applicable.</p> <p><b><u>Guide to application of GCC Sub Clause 15.1 above</u></b></p> <p><i>[ Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae</i></p> $T = V \times P \times n$ <p><b>Where;</b></p> <p><b>T = Total amount of Liquidated Damages</b></p> <p><b>V = Contract Value of undelivered Goods or any part thereof, delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable</b></p> <p><b>P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay</b></p> <p><b>n = No of days delayed for delivery of the undelivered Goods or any part thereof, after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable.</b></p> <hr/> <p>The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is ten (10) percent of the final Contract Price of the whole of the Goods and related services.</p>
GCC 18.2(b)	Arbitration shall take place in: Chittagong.

---

## Section 5. Tender Forms & Contract Forms

Form	Title
<b>Tender Forms</b>	
PG2 – 1	Tender Submission Letter
PG2 – 2	Price Schedule for Goods & related services
PG2 – 3	Specifications Submission and Compliance Sheet
PG2 – 4	Bank Guarantee for Tender Security ( <i>if applicable and, when this option is chosen</i> )
PG2-5	Bank's Letter of Commitment for Line of Credit ( <i>when this option is chosen</i> )

Forms **PG2-1 to PG2-5** comprises part of the Tender.

### **Contract Forms**

PG2 – 6	Notification of Award
PG2 – 7	Contract Agreement
PG2 – 8	Bank Guarantee for Performance Security ( <i>when this option is chosen</i> )

Forms **PG2-6 to PG2-8** comprises part of the Contract.



## Tender Submission Letter (Form PG2 – 1)

[This letter shall be completed and signed by the Tenderer on the Letter-Head pad].

To: Kazi Mahabubur Rahman Manager (Purchase) Eastern Refinery Ltd. North Patenga, P.O.Box No.35, Chittagong.	Date :	
Invitation for Tender No:	Tender Package No:	Lot No (when applicable):

In accordance with ITT Clauses 15 and 16, the following prices apply to our Tender:

The Tender Price is: (ITT Clause 15)	<i>Taka [insert amount] [ in figures] and Taka[insert amount] [ in words]</i>
---	---

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

- our Tender shall be valid for the period stated in the Tender Document (ITT Sub-Clause 19.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- we have examined and have no reservations to the Tender Document, issued by you on [insert date] including Addendum, if any.
- a Tender Security is attached in the form of a [Pay Order / Bank Draft / Bank Guarantee] in the amount stated in the Tender Document (ITT Clause 20) and valid for a period of twenty-eight (28) days beyond the Tender Validity date (delete if not appropriate);
- we, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- furthermore, we are aware of ITT Clause 2.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall become a binding Contract between us, until a formal Contract is prepared and executed.

Signature:	[insert signature of the Tenderer]
Name:	[insert full name of signatory with National ID]
In the capacity of:	[insert designation of signatory]

## Price Schedule for Goods & Related Services (Form PG2-2)


Invitation for Tender No:	ER/LP/LT- 37/2020	Date: 28-07-2020	
Tender Package No:		Package Description:	Supply of Various Exchanger & Metal Gasket.
Tender Lot No:		Lot Description:	Supply of Various Exchanger & Metal Gasket.

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

1	2	3	4	5	6	7	8
Item No .	Description Of Item	Unit of Measurement	Quantity	Unit Rates	Total price (col. 4 × 5)	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
	<b><u>Goods</u></b>						
01	Supply of Various Exchanger & Metal Gasket. <u>Detailed Specifications:</u> As per attached Technical Specifications Sheet (Section:7)			<b>(Note1)</b>		<b>(Note2)</b>	Must be mentioned

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

VARIOUS EXCHANGER & METAL GASKET



---

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

Signature:	<i>[insert signature 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>



## Specifications Submission and Compliance Sheet (Form PG2-3)

Invitation for Tender No:	ER/LP/LT- 37/2020	Date:28-07-2020	
Tender Package No:		Package Description:	Supply of Various Exchanger & Metal Gasket.
Tender Lot No:		Lot Description:	Supply of Various Exchanger & Metal Gasket.

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
	<b>FOR GOODS</b>			<i>Note 1</i>
01	Supply of Various Exchanger & Metal Gasket. <u>Detailed Specifications:</u> As per attached Technical Specifications Sheet (Section:7)			Must be mentioned

Signature:	<i>[insert signature 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>

Note 1 : [Tenderers should complete all the columns as required]

## Bank Guarantee for Tender Security (Form PG2 – 4)

[NOT APPLICABLE FOR TENDER UNDER LTM]

[this is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh as stated under ITT Clauses 20]

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

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

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


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

At the request of the Tenderer, we [insert name of Bank] hereby irrevocably 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:

VARIOUS EXCHANGER & METAL GASKET



---

(a) if the Tenderer is the successful Tenderer, upon our receipt of a copies of the contract signed by the Tenderer and the Performance Security issued to you in accordance with the ITT; or

(b) if the Tenderer is not the successful Tenderer, twenty-eight (28) days after the expiration of the Tenderer's Tender Validity period, being *[date of expiration of the Tender Validity plus twenty- eight (28) days]*

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

Signature	Seal
-----------	------

---

## Letter of Commitment for Bank's Undertaking for Line of Credit (Form PG2-5)

*[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 17.1(d)]*

Invitation for Tender No:

Date:

Tender Package No:

Lot No (when applicable)

To:

*[Name and address of the Procuring Entity]*

### COMMITMENT No:

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

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

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

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

## Notification of Award (Form PG2 - 6)

Contract No:	Date:
To:  <i>[Name of Contractor]</i>	

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

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance in accordance with ITT Sub Clause 36.3;
- ii. furnish a Performance Security in the specified format and in the amount of Tk *[insert 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 37.1;
- 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 38.1.

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

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

	Signed
	Duly authorised to sign for and on behalf of <i>[name of Procuring Entity]</i>
	Date:



---

## Contract Agreement (Form PG2 - 7)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The following documents forming the Contract shall be in the following order of precedence, namely :
  - (a) the signed Form of Contract Agreement;
  - (b) the Notification of Award
  - (c) The completed Tender
  - (d) Conditions of Contract;
  - (e) Technical Specifications;
  - (f) Price Schedules and Schedule of Requirements and;
  - (g) other document, if any
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	The Supplier
Signature		
Print Name		
Title		
In the presence of Name		
Address		

---

## Bank Guarantee for Performance Security (Form PG2 – 8)

*[this is the format for the Performance Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Clauses 37]*

Contract No:

Date:

To:

[Name and address of Procuring Entity]

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

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

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

At the request of the Supplier, we *[name of bank]* hereby irrevocably 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
-----------	------

## Section 6. Schedule of Requirements

Invitation for Tender No:	ER/LP/LT- 37/2020	Date	28-07-2020
Tender Package No:			
Tender Lot No:			

### A. List of Goods & related services and Delivery Schedule

The Tenderer shall quote prices and contract delivery dates for each item, as specified in the List of Goods & related services and Delivery Schedule.

Item No.	Description of Item	Unit of Measurement	Quantity	Point of Delivery	Delivery Period Required (from date of contract signature)
1	2	3	4	5	6
Supply of Various Exchanger & Metal Gasket.					
	<b><u>Goods</u></b>				
01	Supply of Various Exchanger & Metal Gasket. <u>Detailed Specifications:</u> As per attached Technical Specifications Sheet (Section:7)	No.			45 days (Up to ERL Stores)

## Section 7. Technical Specifications

The Goods and related services shall comply with following Technical Specifications:

Item	Quantity	Description
1.	2.00 Nos.	JACKETED METAL GASKET, OUTER COVER: SOFT IRON, MILL BOARD: ASBESTOS/GRAPHITE, D1:1242, D2: 1282,t=3mm,TYPE: 1
2.	2.00 Nos.	JACKETED METAL GASKET, OUTER COVER: SOFT IRON, MILL BOARD: ASBESTOS/GRAPHITE,D1:1242, D2:1282,t=3mm,f=10,H1:251.4, H2:143.7,TYPE-16.
3.	2.00 Nos.	JACKETED METAL GASKET, OUTER COVER: SOFT IRON, MILL BOARD: ASBESTOS/GRAPHITE, T=3,f=10, D1:1082, D2:1106, TYPE:13, h1:251.4,h2:143.7,e1:251.4, e2: 251.4,
4.	30.00 Nos.	SPIRAL WOUND GRAPHITE FILLED GASKET,HOOP MAT. SS 316,INNER RING SS 304,OUTER RING CARBON STEEL, AS PER ASME B16.20(API 601) FOR ANSI B16.5 FLANGES,SIZE:4"-600 LBS.
5.	5.00 Nos.	SPIRAL WOUND GRAPHITE FILLED GASKET,HOOP MAT. SS 316,INNER RING S.S 304,OUTER RING CARBON STEEL, AS PER ASME B16.20(API 601) FOR ANSI B16.5 FLANGES,SIZE:2. 1/2"-300 LBS.
6.	10.00 Nos.	SPIRAL WOUND GRAPHITE FILLED GASKET,HOOP MAT. SS 316,INNER RING SS-304,OUTER RING SS-304, AS PER ASME B16.20(API 601) FOR ANSI B16.5 FLANGES,SIZE:6"-300 LBS.
7.	2.00 Nos.	JACKETED METAL GASKET, OUTER COVER: SOFT IRON, MILL BOARD: ASBESTOS/GRAPHITE, SIZE: D1:641, D2:661MM, f=10, e1= 8, t=3MM, TYPE: 3

**Terms & Condition:**

1. Country of origin: EU, UK, Japan, S. Korea, USA & Canada.
2. Manufacturer authorization must be submitted with offer.
3. Manufacturer product catalogue / brochure must be submitted with offer.
4. Import documents must be provided.

\*\*\*\*\*

---

## Section 8. DRAWINGS

ATTACHED WITH TENDER SCHEDULE (HARD COPY)