

National Institute of Textile Engineering and Research (NITER)



Standard Tender Document (National) For Procurement of Goods [Open Tendering Method]

Air Conditioner Procurement for NITER

Invitation for Tender Ref No: NITER/Admin/2025615/ Air Conditioner Procurement for
NITER/25-26/GD-01/789/01

Tender Package No: NITER/ Air Conditioner Procurement for NITER/GD-01

Client:

Director

National Institute of Textile Engineering and Research (NITER)
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National Institute of Textile Engineering and Research (NITER)

Nayarhat, Savar, Dhaka-1350.



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Section 1. Instructions to Tenderers

A. General

1. Scope of Tender	<p>1.1 The Procuring Entity, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of non-Consulting Services as specified in the TDS and as detailed in Appendix A to the Contract. The name of the Tender and its number and identification is stated in the TDS.</p> <p>1.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date as stated in the TDS.</p>
2. Interpretation	<p>2.1 Throughout this Tender Document:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; (b) if the context so requires, singular means plural and vice versa; (c) “day” means calendar days unless otherwise specified as working days; (d) “Person” means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings; (e) “Tenderer” means a Person who submits a Tender; (f) “Tender Document” means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and (g) “Tender” depending on the context, means a Tender submitted by a Tenderer for execution of Works and physical services to a Procuring Entity in response to an Invitation for Tender
3. Source of Fund	<p>3.1 The Procuring Entity has been allocated public funds as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the Contract for which this Tender Document is issued.</p> <p>3.2 For the purpose of this provision, “own funds” means any monetary resources appropriated to the Procuring Entity under NITER budget, or loan, grants and credits placed at the disposal of the Procuring Entity through the NITER by the development partners or organisations.</p> <p>3.3 Payments by NITER, if so, indicated in the TDS, will be made only at the request of the NITER and upon approval by the development partner or foreign state or Organisation in accordance with the applicable Loan / Credit / Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.</p>



<p>4. Corrupt, Fraudulent, Collusive or Coercive Practices</p>	<p>4.1 The NITER requires that Procuring Entities, as well as the Tenderers shall, during the procurement proceedings and the execution of Contracts under own funds, ensure-</p> <ul style="list-style-type: none"> a. strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 including amendments thereto; b. abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008 including amendments thereto; c. that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in the Rule 127. <p>4.2 If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Procuring Entity against any Tenderer alleged to have carried out such practices, the Procuring Entity shall:</p> <ul style="list-style-type: none"> a. exclude the concerned Tenderer from further participation in the procurement proceeding; or b. reject any recommendation for award that had been proposed for that concerned Tenderer; or c. declare, at its discretion, the concerned Tenderer to be ineligible to participate in further procurement proceedings, either indefinitely or for a specific period of time.
<p>5. Eligible Tenderers</p>	<p>5.1 This Invitation for Tenders is open to all potential Tenderers.</p> <p>5.2 Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law.</p> <p>5.3 Tenderers shall be enrolled in the relevant professional or trade organisations registered in Bangladesh.</p> <p>5.4 Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.</p> <p>5.5 Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.</p> <p>5.6 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest.</p> <p>5.7 Tenderer in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 4.2.</p>
<p>6. Site Visit</p>	<p>6.1 Tenderers, at the Tenderers' own responsibility and risk, are encouraged to visit and examine the Site of required Services and its surroundings and, obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderers' own expenses.</p>



B. Tender Document

7. Tender Document	<p>7.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any Addendum issued under ITT Clause 9.</p> <ul style="list-style-type: none"> a. Section 1 Instructions to Tenderers (ITT) b. Section 2 Tender Data Sheet (TDS) c. Section 3 General Conditions of Contract (GCC) d. Section 4 Particular Conditions of Contract (PCC) e. Section 5 Tender and Contract Forms f. Section 6 Activity Schedule/ g. Section 7 Performance Specifications and Drawing
8. Clarification of Tender Document	<p>8.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and, within time as specified in the TDS.</p>
9. Addendum to Tender Document	<p>9.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Addendum.</p> <p>9.2 The Addendum issued under ITT Sub Clause 9.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action.</p> <p>9.3 If an Addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. In any case, the minimum time for such extension shall not be less than three (3) working days.</p>

C. Qualification Criteria

10. General Criteria	<p>10.1 Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.</p> <p>10.2 In addition to meeting the eligibility criteria, as stated under ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 10 to 16 inclusive.</p>
11. Experience Criteria	<p>11.1 Tenderers shall have the following minimum level of experience to qualify for the performance of the non-Consultant Service under the Contract:</p>



	<p>a. a minimum number of years of general experience in the supply of Goods and related services as specified in the TDS.</p> <p>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 TDS.</p>
12. Financial Criteria	<p>12.1 Tenderer shall have the following minimum level of financial capacity to qualify for the performance of the Services under the Contract.</p> <p>(a) the average annual turnover as specified in the TDS during the period specified in the TDS.</p> <p>(b) availability of minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the TDS.</p>
13. Personnel Capacity	<p>13.1 Tenderers shall have the minimum level of personnel capacity to qualify for providing of the goods under the Contract consisting of key personnel with qualifications and experience as specified in the TDS.</p>
14. Equipment Capacity	<p>14.1 Tenderers shall own facilities or have proven access through contractual arrangement to deliver such equipment or facilities for NITER, TDS.</p>
15. Joint Venture	<p>15.1 No Joint Venture (JV) shall be permissible under this Invitation for Tenders. Tenders submitted in the form of JV shall be considered non-responsive.</p>
16. Sub-contractor	<p>16.1 The successful Tenderer shall under no circumstances assign the services or any part of it to the Subcontractor(s).</p>
D. Tender Preparation	
17. Only One Tender	<p>17.1 Tenderers shall submit only one (1) Tender for each package. Tenderer who submits or participates in more than one (1) Tender in one (1) package will cause all the Tenders of that particular Tenderer to be considered non-responsive.</p>
18. Cost of Tendering	<p>18.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.</p>
	<p>18.2 The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper.</p>
19. Language of Tender	<p>19.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or Bangla.</p>
20. Contents of Tender	<p>20.1 The Tender prepared by the Tenderer shall comprise the following:</p>



	<ul style="list-style-type: none"> a. Tender Submission Letter (Form PSN-1) as stated under ITT Sub Clause 21.1; b. Tenderer Information (Form PSN-2) as furnished in Section 5: Tender Forms; c. the Priced Activity Schedule as stated under ITT Sub Clause 21,22 and 23; d. the Tender Security as stated under ITT Clauses 26 and 27. e. the written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 30.2; f. the Valid Trade License; g. documentary evidence of Tax Identification Number (TIN) and VAT as a proof of fulfilment of taxation obligations as stated under ITT Sub Clause 5.5; h. documentary evidence as stated under ITT Clause 24 establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the physical goods under the Contract; and i. Curriculum vitae of supplier in case of providing respective services. j. for physical goods and all related services as stated in section 6: Activity schedule. k. any other document as specified in the TDS.
21. Tender Submission Letter and Priced Activity Schedule	<p>21.1 Tenderers shall submit the Tender Submission Letter (Form PSN-1), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be considered non-responsive as being incomplete.</p> <p>21.2 Tenderers shall submit the priced Activity Schedule using the form(s) furnished in Section 6: Priced Activity Schedule.</p> <p>21.3 If in preparing its Tender, the Tenderer has made errors in the unit rate or price or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer.</p>
22. Tender Prices	<p>22.1 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>22.2 All items or lots in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule following the Form PG2-2.</p> <p>22.3 Tenders being invited either for one or more items on an 'item-by-item' basis or for a single lot/package or. for a number of lots on 'lot-by-lot' basis, as specified in the TDS, 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>22.4 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>22.5 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>22.6 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 22.6.</p> <p>22.7 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>
23. Tender Currency	23.1 Tenderers shall quote all prices in Bangladesh Taka (BDT) in the Tender Submission Letter and in the Activity Schedule .
24. Documents Establishing Eligibility and Qualification of the Tenderer	<p>24.1 Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following:</p> <ul style="list-style-type: none"> (a) complete the eligibility declarations in the Tender Submission Letter (Form PSN-1); (b) complete the Tenderer Information (Form PSN-2); (c) general experience in service providing as stated under ITT Sub Clause 11.1(a), substantiated by the year of registration/constitution/licensing in its country of origin; (d) specific experience in service providing under public sector of similar nature and size as stated ITT Sub Clause 11.1(b), substantiated by Completion Certificate (s) issued by the relevant Procuring Entity(s); (e) average annual turnover i.e. total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 12.1(a), substantiated by Statement (s) of Receipts, from any scheduled Bank of Bangladesh, issued not earlier than twenty eight (28) days prior to the day of the original deadline for submission of Tenders;



	<ul style="list-style-type: none"> (f) adequacy of minimum liquid assets i.e. working capital substantiated by Audit Reports mentioned in (j) below or credit line(s), substantiated by any scheduled Bank of Bangladesh in the format as specified (Form PSN-5), without alteration, issued not earlier than twenty eight (28) days prior to the day of the original deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 12.1(b); (g) key personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 13.1; (h) major items of service equipment proposed to carry out the Contract as stated under ITT Clause 14.1, substantiated by statement(s) in its letter-head pad declaring source of its availability. (i) authority (s) to seek references from the Tenderer's Bankers or any other sources in its letterhead pad. (j) reports on the financial standing of the Tenderer, such as profit and loss statements and audited balance sheet for the past years as specified in the TDS, substantiated by Audit Reports.
25. Validity Period of Tender	<p>25.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a period shorter than that specified shall be considered as non-responsive.</p> <p>25.2 In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clause 39.2.</p> <p>25.3 The request and the responses shall be made in writing. Validity of the Tender Security provided under ITT Clause 25.2 shall also be suitably extended for twenty-eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.</p>
26. Tender Security	<p>26.1 Tenderer shall furnish as part of its Tender, in favour of the Procuring Entity or as otherwise directed on account of the Tenderer, a Tender Security in original form (not copy) and in the amount, as specified in the TDS.</p> <p>26.2 BDT. 30,000.00 (Thirty Thousand) Taka Pay Order or Bank Guarantee (Refundable).</p>
27. Form of Tender Security	<p>27.1 The Tender Security shall be at the Tenderer's option, be either in the form of a Bank Draft or Pay Order or Bank Guarantee issued by any scheduled Bank of Bangladesh and, shall remain valid for at least twenty-eight (28) days beyond the expiry date of the Tender Validity.</p>



28. Return of Tender Security	28.1	No Tender Security shall be returned to the Tenderers before contract signing.
	28.2	Unsuccessful Tenderer's Tender Security will be discharged or returned as soon as possible but within twenty-eight (28) days after the expiry of the Tender Validity period as stated under ITT Sub Clauses 25.1.
	28.3	The Tender Security of the successful Tenderer will be discharged upon the Tenderer's furnishing of the performance security and signing of the Contract Agreement.
29. Forfeiture of Tender Security	29.1	<p>Tender Security may be forfeited, if a Tenderer:</p> <ul style="list-style-type: none"> (a) withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clause 25 ; or (b) refuses to accept a Letter of Acceptance as stated under ITT Sub Clause 50.2; or (c) fails to furnish Performance Security as stated under ITT Sub Clause 51.1 and 51.2; or (d) refuses to sign the Contract as stated under ITT Sub Clause 55.2; or (e) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 43.2.
30. Format and Signing of Tender	30.1	Tenderers shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 20 and clearly mark it "ORIGINAL." In addition, the Tenderers shall prepare the number of copies of the Tender, as specified in the TDS and clearly mark each of them "COPY." All copies shall be made from the signed original. In the event of any discrepancy between the original and the copies, the ORIGINAL shall prevail.
	30.2	The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This Tender specific authorization shall be attached to the Tender Submission Letter (Form PSN-1). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed by the person signing the Tender.
	30.3	Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person(s) signing the Tender.
E. Tender Submission		
31. Sealing, Marking and Submission of Tender	31.1	Tenderers shall enclose the original in one (1) envelope and all the copies of the Tender, in another envelope, duly marking the envelopes as "ORIGINAL (O)" and "COPY". These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope with all the relevant particulars of the Tender on the envelopes.



32. Deadline for Submission of Tender	32.1 Tenders shall be delivered by hand or by mail, including courier services at the address not later than the date and time, as specified in the TDS .
	32.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 32.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
33. Late Tender	33.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under ITT Sub Clause 32.1 shall be declared LATE, excluded, and returned unopened to the Tenderer.
34. Modification, or Withdrawal of Tender	34.1 Tenderers may modify or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization confirmed by an affidavit authenticated by a Notary Public; provided that such written notice including the affidavit is received by the Procuring Entity prior to the deadline for submission of Tenders as stated under ITT Clause 32.
35. Tender Modification	35.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as " MODIFICATION ".
36. Withdrawal of Tender	36.1 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as " WITHDRAWAL ".
F. Tender Opening and Evaluation	
37. Tender Opening	37.1 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place as specified in the TDS but not later than TWO HOUR after expiry of the submission deadline at the same primary place.
	37.2 Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.
	37.3 The authenticity of withdrawal of, or modifications to original Tender, if any made by a Tenderer in specified manner, shall be examined and verified by the Tender Opening Committee (TOC) based on documents submitted as stated under ITT Sub Clause 34.1.



	<p>37.4 Ensuring that only the correct (M) and (O) envelopes are opened, details of each Tender will be dealt with as follows:</p> <p>The Chairperson of the Tender Opening Committee will read aloud each Tender and record in the Tender Opening Sheet (TOS) :</p> <ol style="list-style-type: none"> the name and address of the Tenderer; state if it is a withdrawn, modified or original Tender; the Tender price the number of initialled corrections; the presence or absence of any requisite Tender Security; such other details as the Procuring Entity, at its discretion, may consider appropriate. <p>37.5 Upon completion of Tender opening, all members of the Tender Opening Committee and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation and their National Identification Numbers (if any) the Tender Opening Sheet, copies of which shall be issued to the Head of the Procuring Entity or an officer authorised by him or her and also to the members of the Tender Opening Committee and any authorised consultants and, to the Tenderers immediately.</p> <p>37.6 No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the ITT Clause 33.</p>
38. Evaluation Process	<p>38.1 Tender Evaluation Committee (TEC) may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following four steps:</p> <ol style="list-style-type: none"> Preliminary Examination. Technical Examinations and Responsiveness. Financial evaluation and price comparison. Post-qualification of the Tender.
39. Preliminary Examination	<p>39.1 TEC shall examine the Tenders to confirm that all documentation requested in ITT Clause 20 has been provided, to determine the completeness of each document submitted.</p> <p>39.2 TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be rejected.</p> <ol style="list-style-type: none"> Tender Submission Letter. Priced Activity Schedule. Written confirmation of authorization to commit the Tenderer; and Valid Tender Security. MAL Experience
40. Technical Examination and Responsiveness	<p>40.1 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.</p>



	<p>40.2 There shall be no requirement as to the minimum number of responsive Tenders.</p> <p>40.3 There shall be no automatic exclusion of Tenders which are above or below the official estimate.</p> <p>40.4 TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 24.</p> <p>40.5 TEC shall further examine the terms and conditions specified in Section 7: Performance specifications</p> <p>40.6 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause 40.4 & 40.5, it shall be considered responsive.</p> <p>40.7 TEC as a whole and each of its members themselves individually shall separately evaluate and marking as set forth in the TDS and rank the tender on the basis of technical point as stated in TDS in case of Air Conditioner Procurement for NITER as stated in ITT 20.1 & 22.6.</p> <p>40.8 Technical points (Tp) as stated under ITT 40.7, not securing the precise minimum as specified in the TDS, shall be consider non-responsive.</p>
41. Clarification on Tender	<p>41.1 TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to assist the examination and evaluation of the Tenders.</p> <p>41.2 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.</p> <p>41.3 If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.</p>
42. Correction of Arithmetical Errors	<p>42.1 Provided that the Tender is responsive, the TEC shall correct arithmetical errors on the basis that; (a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price shall be corrected (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and, (c) if there is a discrepancy between words and figures, the amount in words shall prevail.</p> <p>42.2 Any arithmetical error or other discrepancies as stated in ITT Sub Clause 42.1 will be immediately notified by the TEC to the concerned Tenderer for acceptance.</p>
43. Financial Evaluation	<p>43.1 TEC shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.</p> <p>43.2 To evaluate a Tender, the TEC shall consider the Tender price after adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 42.1.</p>



	43.3	Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be taken into account in Tender evaluation.
44. Price Comparison	44.1	TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 43 .
	44.2	In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as Service period, quality of Service provided, complaints history and performance indicators could be taken into consideration.
	44.3	The successful Tenderer as stated under ITT Sub Clauses 44.1 and 44.2 shall not be selected through lottery under any circumstances.
45. Negotiations	45.1	No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
46. Post-Qualifications	46.1	The determination on Post-Qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clause 24, clarifications in accordance with ITT Clause 41 and the qualification criteria indicated in ITT Clause 10,11,12,13 and 14. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
	46.2	In the event that the Tenderer with lowest evaluated Tender price fails the Post-qualification, the TEC shall make a similar determination for the Tenderer with the next lowest evaluated Tender price and so on from the remaining responsive Tenders, if the evaluated cost of the Tender is acceptable to the TEC.
47. Rejection of All Tenders	47.1	The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.
	47.2	The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 47.3 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.
	47.3	All Tenders can be rejected, if - <ul style="list-style-type: none"> (a) the price of the lowest evaluated Tender substantially exceeds the official estimate, provided the estimate is realistic; or (b) there is evidence of lack of effective competition, such as non-participation by a number of potential Tenderers; or (c) Tenders are not responsive; or



	(d) evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.
48. Informing Reasons for Rejection	48.1 Notice of the rejection will be given promptly within four (4) days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).
G. Contract Award	
49. Award Criteria	49.1 Prior to the expiry of the Tender Validity period and within one (1) week of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Letter of Acceptance (LOA) to the successful Tenderer.
50. Letter of Acceptance	50.1 The LOA, attaching the contract as per the sample (Form PSN-4) to be signed, shall state : (a) the acceptance of the Tender by the Procuring Entity; (b) the price at which the contract is awarded; (c) the date and time within which the Contract shall be signed.
	50.2 The LOA shall be accepted by the successful Tenderer within seven (7) working days from the date of its issuance.
	50.3 Until a formal contract is signed, the LOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties.
51. Performance Security	51.1 The Performance Security shall be provided by the successful Tenderer in currency at the percentage as specified in the TDS .
	51.2 The Procuring Entity, upon recommendation of the TEC, may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 51.1 but not exceeding twenty (20) percent of the Contract price, if it is found that the Tender is significantly below the official estimated cost or unbalanced as a result of front loading.
	51.3 The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for any loss resulting from the Goods Provider's failure to complete its obligations under the Contract.
52. Form and Time Limit for Furnishing of Performance Security	52.1 The Performance Security, as stated under ITT Clause 50, may be in the form of a Pay Order or Bank Draft, or an irrevocable Bank Guarantee in the format (Form PSN-7), issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity.
	52.2 Within Seven (7) days from the date of acceptance of the LOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 51.1 or 51.2 .
	52.3 The Performance Security is 10% of Contract Value.
	52.4 The Performance Security is 10% of Contract Value will be preserved for 06 (Six) months.



53. Amount, Validity of Performance Security and duration	<p>53.1 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Intended Completion Date as specified in Tender Document.</p> <p>53.2 The Performance Security is 10% of Contract Value will be preserved for 06 (Six) months.</p>
54. Authenticity of Performance Security	54.1 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable unconditional Bank Guarantee in specified format.
55. Contract Signing	55.1 Within ten (10) days of issuance of the LOA, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
	55.2 Failure of the successful Tenderer to sign the Contract, as stated under ITT Sub Clause 49.1, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.
56. Publication of Award of Contract	56.1 The LOA for Contracts of Taka one (1) crore and above shall be notified by the Procuring Entity to the Central Procurement Technical Unit within seven (7) days of issuance of the LOA for publication in their website and, that of below Taka one (1) crore shall be immediately published by the Procuring Entity on its Notice Board and where applicable on the website of the Procuring Entity.
57. Debriefing of Tenderers	57.1 Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her without disclosing information about any other Tenderer. In the case of debriefing, confidentiality of the evaluation process shall be maintained.
58. Debriefing of Tenderers	58.1 Tenderer has the right to complain in accordance with the Public Procurement Act 2006 and the Public Procurement Rules, 2008.



Section 2: Tender Data Sheet

ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
	IDENTIFICATION NO: NITER/Admin/2025615/ Air Conditioner Procurement for NITER/25-26/GD-01/789/01
A. General	
ITT 1.1	The Employer is Director, National Institute of Textile Engineering and Research (NITER)
	The Name of the Goods is: Air Conditioner Procurement for NITER Brief Description: The scope of the Goods Provider is limited to facilitating NITER by supplying Air Conditioner for NITER Tender Ref: : NITER/Admin/2025615/ Air Conditioner Procurement for NITER/25-26/GD-01/789/01
ITT 1.2	The Intended Completion Date of the Contract is 07 days. (May be extended subject to extension of prayer)
ITT 3.1	The source of fund is Own
B. Tender Document	
ITT 8.1	For <u>clarification of Tender Document purposes</u> only, the Procuring Entity's address is: Attention: Director Address: National Institute of Textile Engineering and Research (NITER) Nayarhat, Savar, Dhaka-1350, Bangladesh E-mail: registraroffice@niter.edu.bd
C. Qualification Criteria	
ITT 11.1(a)	The minimum number of years of general experience of the Tenderer in contracting industries in public/private sector as Prime Contractor/Subcontractor/Management Contractor shall be five [05] years; years counting backward from the date of publication of IFT in the newspaper.
ITT 11.1(b)	The Goods & Service Provider shall have successfully completed minimum 2 (two) numbers of similar nature, at least one contract with an amount of BDT 45, 00,000.00 (Bangladesh Taka Forty Five Lac) in any of the Govt. or Private agency within last 3 (three) years counting backward from the date of publication of IFT in the newspaper. Contract for providing Goods will be treated as similar nature: Generator Installation & Load Connection for NITER
ITT 12.1(a)	The required average annual turnover of the Tenderer shall be at least of the amount of Tk 10 Lac (Bangladesh Taka Ten Lac) over the last three years.
ITT 12.1(b)	N/A
ITT 13.1	A Contract Supervisor shall have the following qualifications and experience: Not Applicable



ITT 14.1	[the minimum value is recommended to be between 50 and 70 percent of the estimated cost of the proposed supply] [for Tenders where the package contains more than one (1) lot, this qualification requirements, shall be mentioned separately for each lot in the package]
D. Tender Preparation	
ITT 20.1(k)	The Tenderer shall submit with its Tender the following additional documents: <ul style="list-style-type: none"> • Tenders being invited for one or more items on an “item-by-item” basis. • OR • Tenders being invited for a single lot. • OR • Tenders being invited for a number of lots on a “lot-by-lot” basis.
ITT 22.7	Threshold limit of goods commissions not less than: Not applicable
ITT 24.1(j)	The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the past one year.
ITT 25.1	The Tender Validity period shall be 15 days.
ITT 26.1	The amount of the Tender Security shall be Tk. 20,000.00 (Bangladesh Taka Twenty Thousand only) in favour of National Institute of Textile Engineering and Research (NITER)
E. Tender Submission	
ITT 30.1	In addition to the Original of the Tender, one Copy shall be submitted.
ITT 32.1	For <u>Tender submission purposes</u> only, the Procuring Entity’s address is: Attention: Director Address: National Institute of Textile Engineering and Research (NITER) Nayarhat, Savar, Dhaka-1350, Bangladesh E-mail: registraroffice@niter.edu.bd The deadline for the submission of Tenders is: Time & Date: 01.30 PM, 23th September 2025
F. Tender Opening and Evaluation	
ITT 37.1	The Tender opening shall take place at: Address: Bangladesh Textile Mills Association (BTMA) UTC Building (Level 8), 8 Panthapath, Kawran Bazar, Dhaka-1215. Time & Date: : 03.30 PM, 23th September 2025
ITT 40.7	The point to be given as following: Not Applicable
G. Contract Award	



ITT 51.1

The amount of Performance Security shall be between 10% (Ten percent) of the Contract price in the currency of Bangladesh Taka.

The amount of Performance Security may not be progressively reduced. Performance Security will be preserved for 06 (Six) months by the NITER.

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 Goods & 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 & Services** means Generator Installation & Load Connection 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) **NITER** means the National Institute of Textile Engineering and Research;
- (i) **Procuring Entity** means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using own 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	<p>2.1 The NITER requires that Procuring Entity as well as the Supplier shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-</p> <ul style="list-style-type: none"> (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. <p>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;</p> <ul style="list-style-type: none"> (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	<p>3.1 The following documents forming the Contract shall be in the following order of precedence, namely:</p> <ul style="list-style-type: none"> (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	<p>4.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part.</p>
5. Supplier's Responsibilities	<p>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.</p>
6. Procuring Entity's Responsibilities	<p>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.</p>
7. Acceptance	<p>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.</p>



	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 & services 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 & Services 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 & Related Services 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.
	11.3	The amount of Performance Security shall be between 10% (Ten percent) of the Contract price in the currency of Bangladesh Taka. The amount of Performance Security may not be progressively reduced. Performance Security will be preserved for 01 year by the NITER.
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	<p>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.</p>
16. Termination for Default	<p>16.1 The Procuring Entity without prejudice to any other remedy for breach of Contract, by giving ten (10) days written notice of default sent to the Supplier, may terminate the Contract in whole or in part, if:</p> <ul style="list-style-type: none"> (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. <p>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.</p>
17. Contract Amendment	<p>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.</p> <p>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.</p>
18. Settlement of Disputes	<p>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.</p> <p>18.2 <u>Arbitration</u></p> <ul style="list-style-type: none"> (a) If the Parties are unable to reach a settlement under GCC Clause 18.1 within ten (10) 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 National Institute of Textile Engineering and Research (NITER) Nayrhat, Savar, Dhaka-1350, Bangladesh
GCC 5.1	The documents to be furnished by the Supplier shall be as follows: a. Supplier's invoice showing Goods' description, quantity, unit rates, total amount etc; b. Supplier's Warranty Certificate (if any); [The above requirements should be reviewed by a Procuring Entity on a case-by-case basis, with amendments being made as necessary.]
GCC 8.1	The Contract price is Tk. [insert the Contract Price as in NOA]
GCC 13.1	The Warranty Period shall be : [insert months] OR [state None]
GCC 15.1	The amount of Liquidated Damages is [insert between 0.05 and 0.10] 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. <u>Guide to application of GCC Sub Clause 15.1 above</u> [Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae $T = V \times P \times n$ Where; T = Total amount of Liquidated Damages 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 P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay 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.



	The maximum amount of Liquidated Damages for the undelivered Goods or any part thereof is [insert \leq ten (10)] percent of the final Contract Price of the whole of the Goods and related services.
GCC 18.2(b)	Arbitration shall take place in: [insert the name of the place with location and district]



Section 5. Tender Forms & Contract Forms

Form	Title
Tender Forms	
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

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

To:	Date :	
[Name and address of Procuring Entity]		
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)	Taka [insert amount] [in figures] and Taka [insert amount] [in words]
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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 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;
- (b) we have examined and have no reservations to the Tender Document, issued by you on [insert date] including Addendum, if any.
- (c) 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);
- (d) we, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- (e) 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;
- (f) 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:	NITER/Admin/2025615/ Air Conditioner Procurement for NITER/25- 26/GD-01/789/01	Date:	24-08-2025
Tender Package No:	Air Conditioner Procurement for NITER/GD-01	Package Description:	<i>[enter description as specified in Section 6]</i>
Tender Lot No:	N/A	Lot Description:	<i>[enter description as specified in Section 6]</i>

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

1 Item No.	2 Description Of Item	3 Unit of Measurement	4 Quantity	5 Unit Rates	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)	

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.

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:	NITER/Admin/2025615/ Air Conditioner Procurement for NITER/25-26/GD-01/789/01	Date:	24/08/2025
Tender Package No:	Air Conditioner Procurement for NITER/GD-01	Package Description:	[enter description as specified in Section 6]
Tender Lot No:	N/A	Lot Description:	[enter description as specified in Section 6]

Item No.	Name of Goods And Related Service	Country of Origin	Make and Model (when applicable)	Full Technical Specifications and Standards
1	2	3	4	5
	Air Conditioner Procurement for NITER/GD-01			Attached File

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

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: NITER/Admin/2025615/ Air Conditioner Procurement for NITER/25-26/GD-01/789/01	Date: 24/08/2025
Tender Package No: Air Conditioner Procurement for NITER/GD-01	
Tender Lot No (when applicable): N/A	
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:

- (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
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- 1.
- 2.
- 3.
- 4.
- 5.



6. 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:	
[Name of Contractor]	

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

You are thus requested to take following actions:



- i. accept in writing the Notification of Award within seven (7) working days of its issuance 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 authorized 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
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Section 6. Schedule of Requirements

Invitation for Tender No:	NITER/Admin/2025615/ Air Conditioner Procurement for NITER/25-26/GD-01/789/01	Date	24-08-2025
Tender Package No:	NITER/ Air Conditioner Procurement/GD-01		
Tender Lot No:			

A. List of Goods & services and Delivery Schedule

This Section provides the List of Goods Delivery & Related Services Schedule and List of related services and Completion Schedule and must be carefully prepared by the Procuring Entity for each object of procurement.

Item No.	Description of Item	Unit of Measurement	Quantity	Point of Delivery	Delivery Period Required (from date of contract signature in weeks)
1	2	3	4	5	6
Lot No 1: [enter description]					
	<i>[add as many rows and details as there are individual items in the Lot]</i>				



Section 7. Technical Specifications

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

Item No	Name of Item or Related Service	Technical Specification and Standards
1	2	3
Lot No 1: [enter description]		
	<i>[add as many rows and details as there are individual items in the Lot]</i>	File Attached

Notes on Technical Specifications

[The Procuring Entity shall follow the Rule 29 of Public Procurement Rule, 2008 while preparing the Technical Specifications of the Goods]

[A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the PROCURING ENTITY. In the context of Competitive Tender, the specifications must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness and economy in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials]



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[Insert Full Contact Details of the Procuring Entity]

CONTRACT AMENDMENT

Contract No.	
Amendment No.	
Approval Reference No.	

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

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

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

and so on .

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

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

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

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

[Supplier's Signature]

[Procuring Entity's Signature]

Signature

Signature

Title

Date

Title

Date



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LOGO**

[Insert Full Contact Details of Issuing Authority]

Office Memo no: _____ Date: _____

ACCEPTANCE CERTIFICATE

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



Details of Delivery Completed

Supplier: [insert legal title]		
No	Major Items of Delivery	Total Value (in BDT Currency)
	NITER/ Air Conditioner Procurement/GD-01	

Note: Figures shown must correspond to Total Value

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

Name and Signature of the Issuing Authority with Designation



Invitation for Tenders

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

National Institute of
Textile Engineering
and Research
(NITER)

National Institute of Textile Engineering and Research (NITER)					
1	Ministry/Division	< select >			V
2	Agency	< select >			V
3	Procuring Entity Name	< type in name >			
4	Procuring Entity Code	Not used at present			
5	Procuring Entity District	< select >			V
6	Invitation for	< select >	V	< select >	V
7	Invitation Ref No	< type in name >			
8	Date	< select >			V
KEY INFORMATION					
9	Procurement Method	< select >			V < select > V
FUNDING INFORMATION					
10	Budget and Source of Funds	< select >			V
11	Development Partners (if applicable)	< type in name >			
PARTICULAR INFORMATION					
12	Project / Programme Code (if applicable)	< use MOF code >			
13	Project / Programme Name (if applicable)	< use MOF name >			
14	Tender Package No.	< type in name >			
15	Tender Package Name	< type in name >			
16	Tender Publication Date	< select >			V
17	Tender Last Selling Date <i>[up to the day prior to the day of Deadline for Submission]</i>	< select >			V
		Date		Time	
18	Tender Closing Date and Time	< select >	V	< select >	V
19	Tender Opening Date and Time	< select >	V	< select >	V
20	Name & Address of the office(s) - Selling Tender Document (Principal) - Selling Tender Document (Others)	Address < type in name > < type in name >			
NO CONDITIONS APPLY FOR SALE, PURCHASE OR DISTRIBUTION OF TENDER DOCUMENTS					
		- Receiving Tender Document - Opening Tender Document			
INFORMATION FOR TENDERER					
22	Brief Eligibility and Qualification of Tenderer	< type in name >			
23	Brief Description of Goods	< type in name >			
24	Brief Description of Related Services	< type in name >			
25	Price of Tender Document (Tk)	< type in price >			
	Lot No	Identification of Lot	Location	Tender Security Amount (Tk)	Completion Time in Weeks / Months
26	1	< type in name >	< type in name >	< type in >	< type in >
PROCURING ENTITY DETAILS					
30	Name of Official Inviting Tender	< type in name >			
31	Designation of Official Inviting Tender	< type in name >			
32	Address of Official Inviting Tender	< type in name >			
33	Contact details of Official Inviting Tender	< Tel. No. >	< Fax No. >	< e-mail >	
34	The Procuring Entity reserves the right to reject all tenders or annul the Tender proceedings				

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

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

