

ELECTRICITY GENERATION COMPANY OF BANGLADESH LTD.

[An Enterprise of Bangladesh Power Development Board]

TENDER DOCUMENT FOR THE PROCUREMENT OF GOODS (NATIONAL)

FOR

Procurement of Stationary goods, Different Types of Toners under framework contract for Corporate Office of EGCB Ltd., Dhaka.

Invitation Reference No: C- C-398 -EGCB(CO)/HR-38/2014 , Dated: 17/02/2015

CORPORATE OFFICE ELECTRICITY GENERATION COMPANY OF BANGLADESH LTD. BTMC BHABAN (LEVEL-8), 7-9 KAWRAN BAZAR C/A DHAKA-1215, BANGLADESH

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Invitation for Tender

| | | | <u></u> | | | | |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------|--|--|
| 1 | Ministry/Divise | on | Power Division, Ministry of Power, Energy & Mineral resources. | | | | |
| 2 | Agency | | Electricity Generation Company of Bangladesh Ltd. | | | | |
| 3 | Procuring Entit | y Name | Corporate Office | | | | |
| 4 | Procuring Entit | y Code | N/A | | | | |
| 5 | Procuring Entit | y District | Dhaka | | | | |
| 6 | Invitation for | | Procurement of Stationary Goo | ods & different type | s of toners under framework contract. | | |
| 7 | Invitation Ref. | No | C-398 -EGCB(CO)/HR-38/2014 | | | | |
| 8 | Date | | 17-02-2015 | | | | |
| | nformation | | 17 02 2013 | | | | |
| 9 | Procurement M | lethod | NCT(Open tendering method) | | | | |
| | ng Information | tetilod | TVCT (Open tendering method) | | | | |
| 10 | Budget and sou | irce of funds | Revenue budget (Own fund of | Electricity Generat | ion Company of Bangladesh Ltd.) | | |
| 11 | | Partner (if applicable) | N/A | Electricity General | ion Company of Bangiadesh Ltd.) | | |
| | | | IV/A | | | | |
| | ular Informatio | | DT/A | | | | |
| 12 | | n Code (if applicable) | N/A | | | | |
| 13 | | n Name (if applicable) | N/A | | | | |
| 14 | Tender Packag | | N/A | | | | |
| 15 | Tender Packag | e Name | Procurement of Stationary Goo Office, Electricity Generation | | es of toners under framework contract for Corporate adesh Ltd | | |
| 16 | Tender Publica | | 18.02.2015 | | | | |
| 17 | Tender last sell | ing date | 04.03.2015 up to 15.00 hr (BS | T) | | | |
| 18 | Tender submis | sion date & time | 05.03.2015 up to 12.00 hr(BST | | | | |
| 19 | Tender opening | | | | authorized representatives, if any, are allowed to | | |
| | | · · · · · · | attend) | , | | | |
| 20 | Name & Addre | ess of the office | | Generation Company | of Bangladesh Ltd. BTMC Bhaban (8th Floor), 7-9, | | |
| | Selling tender | | Kawran Bazar C/A, Dhaka-1215 | · · · · · · · · · · · · · · · · · · · | , | | |
| | Receiving tend | er document | Corporate Office, Electricity Generation Company of Bangladesh Ltd. BTMC Bhaban (8 th Floor), 7-9, Kawran Bazar C/A, Dhaka-1215 | | | | |
| | Opening tender | document | Corporate Office, Electricity Generation Company of Bangladesh Ltd. BTMC Bhaban (8 th Floor), 7-9, | | | | |
| 21 | Place/ Date/Tim | ne of pre-tender meeting. | Kawran Bazar C/A, Dhaka-1215 N/A | | | | |
| | nation for Tende | | 10/1 | | | | |
| 23 | Eligibility of T | | a) The tenderer shall have a m | inimum of five (5) x | years of over all experience in the supply of goods | | |
| 23 | Lingitimity of 1 | enderers | and related services. | | | | |
| | | | b) The satisfactory completion of supply of similar goods of minimum value of BDT Eight Lac | | | | |
| | | | | | e last three (3) years i.e counting backward from the | | |
| | | | date of publication of IFT in th | | ic last tince (5) years i.e counting backward from the | | |
| | | | c) The Tenderers should have | valid trade licence | should be financially solvent, Income Tax Payee, | | |
| | | | | | | | |
| | | | should have the legal capacity to enter in to the contract, and shouldn't have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules-2008. | | | | |
| 24 | Brief description | on of goods | Procurement of Stationary Goods & different types of toners for Corporate Office, Electricity | | | | |
| 24 | Brief descriptio | ni oi goous | Generation Company of Bangl | | s of toners for Corporate Office, Electricity | | |
| 25 | Brief description | on of related services | Ceneration Company of Ballgi | aucon Llu. | | | |
| 26 | Price of tender | | DDT 500/ (Toles five hour dead |) to be not din the f | orm of Donk Droft/Day order in favour of Electricity | | |
| 20 | rice of tender | document | Generation Company of Bangl | | orm of Bank Draft/Pay order in favour of Electricity | | |
| 27 | Lot No. | Identification of Lot | Location | Tender Security | Completion time | | |
| 1 - | | | | amount | r | | |
| | Single Lot | Procurement of | Corporate Office, Electricity | Tk. 28,000/- | One (1) year from the date of signing of contract | | |
| | Single Lot | Stationary Goods & | Generation Company of | 18. 20,000/ | (Framework contract) | | |
| | | different types of | Bangladesh Ltd. BTMC Bhaban | | <u> </u> | | |
| | | toners | (8 th Floor), 7-9, Kawran Bazar C/A, | | | | |
| | | | Dhaka-1215 | | | | |
| | ring Entity Deta | | T | | | | |
| 28 | | al Inviting the tender | Mahbub Ara Begum | | | | |
| 29 | Designation of tender | Official Inviting the | Deputy General Manager (HR) | | | | |
| 30 | Address of Official Inviting the tender Corporate Office, Electricity Generation Company of Bangladesh Ltd. BTMC Bhaban (8 th Floor), 7-9, | | | | | | |
| 21 | | | Kawran Bazar C/A, Dhaka-1215 I Inviting the Tel: 880-2-9134029, 9134032, 8124197 ext. 109 Fax: 880-2-9118345 Email: dgm_hr@egcb.com. | | | | |
| 31 | tender | s : of Official Inviting the | 1er: 880-2-9154029, 9154052, 812 | 24197 ext. 109 fax: 88 | м-2-9116545 Email: agm_nr@egcb.com. | | |
| The Te | enderers are requi | ested to read the tender do | cument carefully before submiss | ion their offer | | | |
| | | | tenders or annul the tender proc | | | | |
| | | | TOTAL S OF A HILL HE LETTER DEOC | CCHIII25. | | | |

Mahbub Ara Begum Deputy General Manager (HR) Corporate Office, EGCB Ltd. Dhaka.

Section 1. Instructions to Tenderers

A. General

1. Scope of Tender

1.1 The Procuring Entity, as indicated in the Tender Data Sheet (**TDS**) wishes to issues these Tender Documents for the supply of Goods, and Related Services incidental thereto, detailed in **Section 6: Schedule of Requirements.**

2. Corrupt, Fraudulent, Collusive or Coercive Practices

- 2.1 The Government requires that Procuring Entities, as well as Tenderers and Suppliers 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 Rule127 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 any Tenderer alleged to have carried out such practices, the Procuring Entity shall -
 - (a) exclude the concerned Tenderer from further participation in the particular 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.

3. Eligible Tenderers

- 3.1 If so specified in **TDS**, only Enlisted Tenderers of the categories specified in the **TDS** are eligible to participate in the Tender under **Limited Tendering Method** (**LTM**).
- 3.2 In case of **Open Tendering Method**, invitation for Tenders is open to all potential Tenderers.
- 3.3 The Tenderer shall have the legal capacity to enter into the Contract.
- 3.4 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules, 2008.
- 3.5 The Tenderer in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Clause 2.
- 3.6 The Tenderer is solvent, e.g. the Tenderer is financially capable to perform the contract for the proposed Procurement.
- 3.7 The Tenderer shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh

B. Tender Document

- **4.** Clarification of 4.1 Tender
- 4.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in

Documents

the **TDS** before two-third of time allowed for preparation and submission of Tender elapses.

5. Addendum to Tender Documents

5.1 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 pursuant to Rule 95 of the Public Procurement Rules, 2008.

C. Tender Preparation

6. Contents of Tender

- 6.1 The Tender prepared by the Tenderer shall comprise the following:
 - (a) Tender Submission Letter (*Form PG2-1*) as furnished in Section 4: Tender Forms, 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 as non-responsive as being incomplete;
 - (b) The completed Price Schedule for Goods and Related Services (*Form PG2-2*);
 - (c) Tender Security as stated under ITT Clause 12 & 13;
 - (d) The completed Specifications Submission and Compliance Sheet (*Form PG2-3*);
 - (e) Written confirmation authorising the signatory of the Tender to commit the Tenderer (*Attachment 1 of Form PG2-1*);
 - (f) A certificate issued by the competent authority stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number (as applicable);
 - (g) Valid Trade License;

7. Tender Prices

- 7.1 Tenders are being invited for single lot basis, as specified in the **TDS**.
- 7.2 lot as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule following the **Form PG2-2**. The price to be quoted in the Tender Submission Letter shall be the total price of the Tender
- 7.3 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract shall be included in the unit rates, prices and the total Tender price submitted by the Tenderer
- 8. Tender Currency
- 8.1 All prices shall be quoted in Bangladesh Taka.
- 9. Documents
 Establishing the
 Conformity of
 the Goods
- 9.1 To establish the conformity of the Goods to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods and Related services conform to the technical specifications and standards in Section 7, Technical Specifications.
- 10. Technical Criteria
- 10.1 The completed Specifications Submission and Compliance Sheet details the minimum specification of the goods required. The goods offered must meet this specification, but no credit will be given for exceeding the specification.
- 11. Validity Period 11.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender

of Tender

submission deadline prescribed by the Procuring Entity.

- 11.2 A Tender valid for a period shorter than that specified shall be considered as non-responsive.
- 12. Tender Security
- 12.1 Tender Security as specified in **TDS**.
- 13. Form of Tender security
- 13.1 The Tender Security shall be at the Tenderer's option, be either in the form of a bank draft or pay order.
- 13.2 The Tender Security may be in the form of an irrevocable bank guarantee issued by a scheduled Bank of Bangladesh, in the format (**Form PG2-4**) furnished in Section 5: Tender and Contract Forms.
- 13.3 The Tender Security shall remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity.
- 13.4 Tender not accompanied by a valid Tender Security shall be considered as non-responsive.
- 14. Forfeiture of Tender Security
- 14.1 The Tender security pursuant to Rule 25 of the Public Procurement Rules,2008 may be forfeited if a Tenderer:
 - (a) withdraws its Tender after opening of Tenders but within the validity of the Tender; or
 - (b) refuses to accept a Notification of Award; or
 - (c) fails to furnish performance security; or
 - (d) refuses to sign the Contract; or
 - (e) does not accept the correction of the Tender price following the correction of arithmetic errors

D. Tender Submission

15. Deadline for Submission of tenders

15.1 Tenders shall be delivered to the Procuring Entity at the address specified in the **TDS** and no later than the date and time specified in the **TDS**. Late submissions will be not be considered.

E. Tender Opening and Evaluation

16. Tender Opening

16.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of The Public Procurement Rule, 2008 as specified in the **TDS** but no later than **ONE HOUR** after expiry of the submission date line.

17. Evaluation of Tenders

- 17.1 The 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:
 - (a) Preliminary Examination;
 - (b) Technical Examinations and Responsiveness;
 - (c) Financial evaluation and price comparison;
 - (d) Post-qualification of the lowest evaluated responsive Tenders.

18. Preliminary Examination

18.1 The TEC shall **firstly** examine the Tenders to confirm that all documentation requested in ITT Clause 6 has been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order below:

- (a) verification of the completeness of the eligibility declaration in the Tender Submission Letter (Form PG2-1);
- (b) verification of the Trade License;
- (c) verification of the eligibility requirements as stated under ITT Clause 3;
- (d) verification of the written authorization confirming the signatory of the Tenderer to commit the Tender has been attached with Tender Submission Letter (Form PG2-1);
- (e) verification of the Tender Security, if applicable.
- 18.2 The TEC shall confirm that the above documents and information have been provided in the Tender and the completeness of the documents and compliance of instructions given in corresponding ITT Clauses shall be verified, failing which the tender shall be considered as non-responsive.

19. Technical Examinations & Responsiveness

- 19.1 Only those Tenders surviving preliminary examination need to be examined in this phase.
- 19.2 **Secondly**, the TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below:
 - (a) verification and examination of the documentary evidence and completed Specification Submission Sheet (Form PG2-3) to establish the conformity of the Goods and Related Services to the Tender Documents.
 - (b) verification and examination of the documentary evidence that Tenderer has met all the requirements in regards to scope of Supply as stated under Section 6, Schedule of Requirements, without any material deviation or reservation.
- 19.3 TEC may consider a Tender as responsive in the evaluation, only if comply with the mandatory requirements as stated under Clause 19.2

20. Clarification on Tender

- 20.1 The 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.
- 20.2 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.

21. Correction of Arithmetical Errors

- 21.1 The TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) pursuant to Rule 98(11) of the Public Procurement Rule, 2008.
- 21.2 Any Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors as determined by the application of ITT Sub-Clause 21.1 shall be considered as non-responsive.

22. Financial Evaluation

- 22.1 **Thirdly** the TEC, pursuant to Rule 98 of the Public Procurement Rules, 2008, will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set out in the Tender Document
- 22.2 To evaluate a Tender in this stage, the Procuring Entity shall consider the following:
 - (a) Verification and examination of the Price Schedule for Goods and Related Services (Form PG2-2);
 - (b) Evaluation will be done for each Item or lot by lot;
 - (c) Adjustment for correction of arithmetical errors

23. Price Comparison

23.1 The TEC shall compare all responsive Tenders to determine the lowest-evaluated

Tender.

24. Negotiation

24.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer pursuant to Rule 99 of the Public Procurement Rules, 2008.

25. Postqualification

25.1 After determining the lowest-evaluated responsive tender as sated under ITT Sub-Clause 23.1, the TEC pursuant to Rule 100 of the Public Procurement Rules, 2008, shall carry out the Post-Qualification of the Tenderer.

F. Contract Award

26. Notification of Award

- 26.1 Prior to the expiry of the Tender validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the Procuring Entity pursuant to Rule 102 of the Public procurement Rules, 2008, shall issue the Notification of Award (NOA) to the successful Tenderer
- 26.2 The Notification of Award shall be accepted in writing by the successful Tenderer within seven (7) days from the date of issuance of NOA.

27. Performance Security

- 27.1 The amount of Performance Security shall be 10% (Ten) of the Contract Price
- 27.2 Within fourteen (14) days from the date of issuance of the Notification of Award (NOA) but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security
- 27.3 The Performance Security shall be in the form of a Bank draft, pay order or an irrevocable Bank Guarantee in the format (Form PG2-7), issued by any scheduled bank of Bangladesh acceptable to the Procuring Entity.

28. Validity of Performance Security

- 28.1 The Performance Security shall be required to be valid until a date twenty eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 29. Authenticity of Performance Security
- 29.1 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing the Pay Order, Bank Draft or irrevocable Bank Guarantee in specified format
- 30. Contract Signing
- 30.1 Within twenty eight (28) days of the issuance of Notification of Award, the successful Tenderer and the Procuring Entity shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.

31. Right to Complain

31.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Procuring Entity to fulfil its obligations in accordance with Section 29 of the Public Procurement Act 2006 and pursuant to Part 12 of Chapter Three of the Public Procurement Rules, 2008.

Section 2. Tender Data Sheet

| ITT Clause | Amendments of, and Supplements to, Clauses in the Instruction to Tenderers | | | | | | |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|
| | A. General | | | | | | |
| ITT 1.1 | The Procuring Entity is | | | | | | |
| | Corporate Office, Electricity Generation Company of Bangladesh Ltd. | | | | | | |
| | [An Enterprise of BPDB] | | | | | | |
| | The Name of the Tender is: | | | | | | |
| | Procurement of Stationary goods, different types of toners Under Framework Contract for Corporate Office of EGCB Ltd., Dhaka | | | | | | |
| | Tender Ref: C-398 –EGCB(CO)/HR-38/2014, Dated:17/02/2015 | | | | | | |
| | The successful Tenderer shall have to sign a Framework Contract for a period of one (1) year from the date of signing of Contract in accordance with Rule-89 of PPR-2008. Purchase. The Procuring Entity (PE) will place Purchase Order individually time to time as per requirement for supplying of Goods under this Contract within the duration of the Contract and the supplier has to complete Delivery of the Goods and the Related Services in all respect in accordance with the Purchase Order and the Contract. | | | | | | |
| | Consignee: | | | | | | |
| | Deputy General Manager(HR) Corporate Office Electricity Generation Company of Bangladesh Ltd., Dhaka, Bangladesh. | | | | | | |
| Number of Lots: Single | | | | | | | |
| | Identification and Name of Lot: | | | | | | |
| | Procurement of Stationary goods Different Types of Toners | | | | | | |
| ITT 3.1 | Not Applicable | | | | | | |
| ITT 3 | Following text will be added under ITT 3.8: | | | | | | |
| ITT 3.8 | a) The Tenderer shall have a minimum of five (05) years of overall experience in the supply of goods and related services. | | | | | | |
| | b) The satisfactory completion of supply of similar goods of minimum value of BDT Eig (8,00,000/-) only under a single contract in the last three (03) years i.e. years conbackward from the date of publication of IFT in the newspaper. | | | | | | |

| | B. Tender Document | | | | |
|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
| ITT 4.1 | For <u>clarification of Tender purposes</u> only, the Procuring Entity's address is: | | | | |
| | Attention: Manager, HR Division | | | | |
| | Address: | | | | |
| | Corporate Office Electricity Generation Company of Bangladesh Ltd. BTMC Bhaban (Level-8), 7-9 Kawran Bazar, Dhaka-1215, Bangladesh. | | | | |
| | Telephone: +88-02-8124197, 9134029, 9134032 Ext. 119 | | | | |
| | Facsimile number: +88-02- 9118345 | | | | |
| | Electronic mail address: faizul19@yahoo.com | | | | |
| | C. Preparation of Tender | | | | |
| ITT 6.1 | Following text will be added: | | | | |
| | (a) Bank Solvency Certificate. (b) Documentary evidence in support of ITT 3.8 of TDS. (c) Copies of technical literature/brochure of the supplied item(s); (d) Tenderer's warranty certificate stating the quality, quantity, genuineness of the offered goods and the validity of warranty period; (e) Duly sealed and signed original Tender document shall have to be submitted along with the tender. (f) In addition to the original offer, two (2) copies shall have to be submitted. | | | | |
| ITT 7.1 | Tenders are being invited for single lot. | | | | |
| ITT 11.1 | The Tender validity period shall be ninety (90) days. | | | | |
| ITT 12.1 | The amount of the Tender Security shall be: As specified in the IFT. | | | | |
| | D. Submission of Tender | | | | |
| ITT 15.1 | For <u>Tender submission purposes</u> only, the Procuring Entity's address is: Attention: Manager, HR Division Address: Corporate Office Electricity Generation Company of Bangladesh Ltd. BTMC Bhaban (Level-8), 7-9 Kawran Bazar, Dhaka-1215, Bangladesh. The deadline for submission of Tenders is: Time & Date: As specified in the IFT. | | | | |
| | E. Opening and Evaluation of Tenders | | | | |
| ITT 16.1 | The Tender opening shall take place at: | | | | |
| 10.1 | Address: Corporate Office Electricity Generation Company of Bangladesh Ltd. BTMC Bhaban (Level-8), 7-9 Kawran Bazar, Dhaka-1215, Bangladesh. | | | | |
| | Time & Date: as specified in the IFT. | | | | |

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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;
 - (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 Entities, as well as Tenderers and Suppliers 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 Rule127 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 any Tenderer alleged to have carried out such practices, the Procuring Entity shall -
 - (a) exclude the concerned Tenderer from further participation in the particular 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.
- 3. Documents
 Forming the
 Contract & the
 order of
 precedence
- 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 Tender and the appendices to the 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 of Rights
- 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.
- 7.2 The appropriate Technical Inspection and Acceptance Committee of the Procuring Entity must commence the inspection and acceptance process within twenty-four(24) hours from delivery of the goods, and shall complete the same as soon as practicable.
- 8. Contract Price
- 8.1 The Contract Price shall be 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: 100% percent of the Contract Price of the Goods of each delivery shall be paid after submission of documents specified in GCC Clause 5, supported by the Acceptance Certificate issued by the Procuring Entity as per 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.
- 11.2 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than Thirty (30) days following the date of Completion of the Supplier's performance obligations(as specified in the **PCC**) under the Contract, including any warranty obligations as stated under GCC Clause 13, provided that there are no claims field against the supplier.
- 12. Inspections &
- 12.1 The Procuring Entity shall have the right to test the Goods to confirm their

Tests

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 are specified in the Contract.

13. Warranty

13.1 A warranty shall be required from the Supplier for a minimum period as may be specified in the **PCC**.

14. Delays in Delivery and Extensions of Time

- 14.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the Contract.
- 14.2 The **Procuring** may extend original contract time, the extension shall be ratified by the Parties by amendment of the Contract as stated under GCC Clause 17.

15. Liquidated Damages

15.1 Subject to the grant of time extensions by Procuring Entity, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery and/or perform the Related Services within the period specified in the Contract, the Procuring Entity shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the **0.5 percent of the Contract Price** of the delayed Goods or unperformed Related Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction (**10% of the Total Contract Price**). Once the maximum is reached, the Procuring Entity may terminate the Contract as stated under GCC Clause 16.

16. Termination for Default

- 16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - (a) The Supplier fails to perform any other obligation under the Contract;
 - (b) If 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;
 - (c) When deductable amount due to liquidated damage reaches its maximum as stated under GCC Clause 15.
- 16.2 Termination of a contract for default is without prejudice to other remedies available to the Procuring Entity for breach of contract, such as payment of liquidated damages and other, if there are grounds for the latter.

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, in accordance with their Delegation of Financial Powers, may amend the Contract to reflect the changes introduced to the Original terms and Conditions of the Contract.

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.

Section 4. Particular Conditions of Contract

| GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract If any conflict arises between GCC and PCC, PCC will prevail. | | | | | |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| | | | | | | |
| GCC 5.1 | The documents to be furnished by the Supplier shall be as follows: (a) Copies of the Supplier's invoice showing goods' description, quantity, unit price, total amount; (b) Authentication certificate issued by the main distributor shall have to be provider during supply of photocopier toner and Printer Cartridge; (c) Copies of technical literature/brochure of the supplied item(s); | | | | | |
| GCC 8.1 | The Contract price is: As per signed form of Contract Agreement | | | | | |
| GCC 10.1 | Payment Terms: | | | | | |
| | GCC 10.1 shall be replaced by the following text: | | | | | |
| | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: | | | | | |
| | a) Payment under this Contract shall be effected in Bangladeshi Taka through cheque in favour of Supplier's account. | | | | | |
| | b) Hundred percent (100%) payment of the Contract Price under this contract shall be paid after completion of each delivery and upon submission of documents specified in GCC Clause 5 of PCC, supported by the Acceptance Certificate issued by the Procuring Entity as per GCC Clause 7 | | | | | |
| | c) VAT and AIT on payable amount shall be deducted from the supplier's bill where applicable as per prevailing rules and regulations of GOB. | | | | | |
| | d) The invoice submitted by the supplier shall have to be certified by the consignee. | | | | | |
| GCC 11.2 | GCC 11.2 text shall be added by the following text: | | | | | |
| | Performance obligations mean all services/supply within contract period. | | | | | |
| GCC 13.1 | The period of validity of the Warranty is three (3) months from the date of issuance of acceptance certificate as per GCC 7 which is applicable only in case of toners. | | | | | |

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 |

Forms PG2-1 to PG2-4 comprises part of the Tender and should be completed as stated in ITT Clause 6.

Contract Forms

| PG2 – 5 | Notification of Award |
|---------|-----------------------------------------|
| PG2 – 6 | Contract Agreement |
| PG2 – 7 | Bank Guarantee for Performance Security |

Forms PG2-5 to PG2-7 comprises part of the Contract.

Tender Submission Letter (Form PG2 – 1)

[This letter shall be completed and signed by the <u>Authorized Signatory</u> preferably on the Letter-Head pad of the Tenderer].

| То: | Date: |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Manager, HR Division | |
| Corporate Office Electricity Generation Company of Bangladesh Ltd. BTMC Bhaban (Level-8), 7-9 Kawran Bazar Dhaka-1215, Bangladesh. | |
| Invitation for Tender No: | |
| In accordance with ITT Clauses 7, the following prices apply | y to our Tender: |

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

The Tender Price is:

(ITT Clause 7)

a) our Tender shall be valid for the period stated in the Tender Document (ITT Sub-Clause 11.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

Taka [state amount in figures]

and Taka[state amount in words]

- b) 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 12) and valid for a period of 28 days beyond the Tender validity date; [Not Applicable]
- c) We, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 3);
- d) 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;
- e) 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 authorized representative of the Tenderer] |
|---------------------|-----------------------------------------------------------------|
| Name: | [insert full name of signatory with National ID] |
| In the capacity of: | [insert designation of signatory] |

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

Attachment 1: Written confirmation authorizing the above signatory (ies) to commit the Tenderer

Price Schedule for Goods (Form PG2-2)

| Invitation for Tender No: | Date: | |
|---------------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------|
| Tender Package No: | Package Description: | Procurement of Stationary Goods and Different Types of Toners under framework contract for Corporate Office of EGCB Ltd., Dhaka. |

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 | Unit of Measurement | Quantity | Unit price Tk. | Total price Tk. (col. 4 × 5) | Point of Delivery as per schedule of require ment | Delivery period as per schedule of require ment |
| | | | | (Note1) | | Note-2 | |
| 1 | Offset Paper (Double A/ 80gm 500 sheets, A4, Made in Thailand) / Equivalent | Per Rim | 325 Rim | | | | |
| 2 | Offset Paper Color (A4) | Per Rim | 9 Rim | | | | |
| 3 | Offset Paper (Legal size) Double A// Equivalent | Per Rim | 10 Rim | | | | |
| 4 | Normal Paper (Century 75gm 500 sheets, A4, | Per Rim | 460 Rim | | | | |
| 5 | Report Cover (A4/HFP-LW, 320) / Equivalent | Per Piece | 750 | | | | |
| 6 | Ball Pen (Cello Fine Gripper) (Black+Red) / | Per Piece | 500 | | | | |
| 7 | Ball Pen (Matador/Elegant) (Black+Red) / Equivalent | Per Piece | 310 | | | | |
| 8 | Index File Plastic 3 inch (Standard) | Per Piece | 125 | | | | |
| 9 | Car scent (My tone) / Equivalent | Per Piece | 33 | | | | |
| 10 | File Board (30 Ounce) | Per Piece | 950 | | | | |
| 11 | Note Pad with 100 sheets (kpm Kornaphuli Laser Paper)/ Equivalent | Per Piece | 85 | | | | |
| 12 | Air Freshener (Spring, Lemon/Fay Lily)/ | Per Piece | 85 | | | | |

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|--------------------------------------------------------------|------------------------|----------|----------------------|------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------|
| Item No. | Description | Unit of Measurement | Quantity | Unit price Tk. | Total price Tk. (col. 4 × 5) | Point of Delivery as per schedule of require ment | Delivery period as per schedule of require ment |
| 13 | Arosol (ACI, 475 ml) / | | | (Note1) | | Note-2 | |
| 13 | Equivalent | Per Piece | 63 | | | | |
| 14 | Binder Clip (Small 25ml) | Per Piece | 44 | | | | |
| 15 | Binder Clip (Middle 1-3/4 inch) | Per Box | 17 | | | | |
| 16 | Binder Clip (large 2 inch) | Per Box | 9 | | | | |
| 17 | Art Paper (A4) | Per Piece | 1400 | | | | |
| 18 | Gel Pen Pilot (V5) (Blue+Black) | Per Piece | 40 | | | | |
| 19 | Gel Pen Pilot (Cello Point Tech, Red+Black)/Equivalent | Per Piece | 30 | | | | |
| 20 | Recsine Tape (2 inch) | Per Piece | 25 | | | | |
| 21 | Recsine Tape (1.5 inch) | Per Piece | 20 | | | | |
| 22 | Pencil Battery (Alca line)/Equivalent | Per Piece | 75 | | | | |
| 23 | Remote Battery (Alca line)/Equivalent | Per Piece | 40 | | | | |
| 24 | Basket (RFL)/Equivalent | Per Piece | 10 | | | | |
| 25 | Vim Bar (Soap) | Per Piece | 38 | | | | |
| 26 | Lux Soap (Middle Size) /Equivalent Duster (leather) | Per Piece | 68 | | | | |
| 27 | Lifebuoy liquid Soap (Poli-Pack /Equivalent | Per Piece | 90 | | | | |
| 28 | Anty Cuter | Per Piece | 6 | | | | |
| 29 | Computer CD | Per Piece | 38 | | | | |
| 30 | Duster (leather) | Per Piece | 25 | | | | |
| 31 | Duster (Cloth) White Cos tape | Per Piece | 38 | | | | |
| 32 | White Cos tape | Per Piece | 4 | | | | |
| 33 | Thread Ball (Red) | Per Piece | 3 | | | | |

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|-------------------------------------------------|------------------------|----------|----------------------|------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------|
| Item No. | Description | Unit of Measurement | Quantity | Unit price Tk. | Total price Tk. (col. 4 × 5) | Point of Delivery as per schedule of require ment | Delivery period as per schedule of require ment |
| 34 | Calculator (Tokyo CD- | | | (Note1) | | Note-2 | |
| | 120) / Equivalent | Per Piece | 10 | | | | |
| 35 | Eraser | Per Piece | 75 | | | | |
| 36 | Fluid Pen | Per Piece | 8 | | | | |
| 37 | Double Clip File | Per Piece | 8 | | | | |
| 38 | Folder File White | Per Dozen | 3 Dozen | | | | |
| 39 | Button File White | Per Dozen | 2 Dozen | | | | |
| 40 | Court File | Per Piece | 14 | | | | |
| 41 | Glue Stick Gum | Per Piece | 20 | | | | |
| 42 | Gum Ica (1.5 kg) | Per Piece | 7 | | | | |
| 43 | Towel | Per Piece | 25 | | | | |
| 44 | James Clip | Per Packet | 50 | | | | |
| 45 | Harpic (750ml) | Per Piece | 10 | | | | |
| 46 | Savlon (1L) | Per Piece | 4 | | | | |
| 47 | Marker Pen (Highlighter) Yellow+Green+Red | Per Piece | 25 | | | | |
| 48 | Permanent Marker (Red+Black) | Per Piece | 10 | | | | |
| 49 | White Board Marker (Red+Black) | Per Piece | 12 | | | | |
| 50 | Magazine File | Per Piece | 6 | | | | |
| 51 | Tag Paper Color | Per Piece | 15 | | | | |
| 52 | Wood Pencil (Stedlar/Equivalent) | Per Piece | 132 | | | | |
| 53 | Paper Weight | Per Piece | 20 | | | | |
| 54 | Pin Remover | Per Piece | 15 | | | | |
| 55 | Punch Machine (Double) | Per Piece | 15 | | | | |

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|-------------------------------------------------------------------------|------------------------|----------|----------------------|------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------|
| Item No. | Description | Unit of Measurement | Quantity | Unit price Tk. | Total price Tk. (col. 4 × 5) | Point of Delivery as per schedule of require ment | Delivery period as per schedule of require ment |
| 7.6 | D 1 M 1' (0' 1) | | | (Note1) | | Note-2 | |
| 56 | Punch Machine(Single) | Per Piece | 15 | | | | |
| 57 | Register Book (no-10) Leather binding | Per Piece | 20 | | | | |
| 58 | Register Book (rule normal no-20) | Per Piece | 25 | | | | |
| 59 | Register Book (Receive no-40) | Per Piece | 8 | | | | |
| 60 | Register Book (Dispatch no-40) | Per Piece | 6 | | | | |
| 61 | Stapler Machine (Midle) | Per Piece | 15 | | | | |
| 62 | Stapler Pin (Kangaru) (Midle)/Equivalent | Per Packet | 106 | | | | |
| 63 | Stapler Pin (Kangaru) (Large size)/Equivalent (Size: 23×8, 23×13, | Per Packet | 8 | | | | |
| 64 | Rubber Band | Per kg | 0.5 | | | | |
| 65 | Scissor (Midle) | Per Piece | 6 | | | | |
| 66 | Steel Scale | Per Piece | 18 | | | | |
| 67 | Sharpener | Per Piece | 20 | | | | |
| 68 | Stamp Pad (Art line)/Equivalent | Per Piece | 8 | | | | |
| 69 | Sign Pen (different Colour) | Per Piece | 15 | | | | |
| 70 | Tissue Paper(Fay 2×140 = 280 sheet)/Equivalent | Per Box | 385 | | | | |
| 71 | Toilet Paper (Bosundhora Gold)/Equivalent | Per Piece | 600 | | | | |
| 72 | Tag | Per Bundle | 6 Bundle | | | | |
| 73 | Towel (Large, size 30×54 inch) | Per Piece | 10 | | | | |
| 74 | Towel (midle, size 30×50 inch) | Per Piece | 10 | | | | |
| 75 | Towel (midle, size 18×36 inch) | Per Piece | 15 | | | | |

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|--------------------------------------------------------|------------------------|----------|----------------------|------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------|
| Item No. | Description | Unit of Measurement | Quantity | Unit price Tk. | Total price Tk. (col. 4 × 5) | Point of Delivery as per schedule of require ment | Delivery period as per schedule of require ment |
| | Printing Work | | | (Note1) | | Note-2 | |
| | (According to Supply of | | | | | | |
| 76 | Rough Pad with Company Monogram | Per Piece | 5 | | | | |
| 77 | Rough Pad with Company Monogram (Small) | Per Piece | 650 | | | | |
| 78 | Envelop with Company Monogram (White, A4) | Per Piece | 1250 | | | | |
| 79 | File Cover with Company Monogram (3 Colours) | Per Piece | 1500 | | | | |
| 80 | Gray (LwK) Envelop with Company Monogram (large) | Per Piece | 250 | | | | |
| 81 | Envelop with Company Monogram (White, Small) | Per Piece | 4500 | | | | |
| 82 | Log Book with Company Monogram | Per Piece | 28 | | | | |
| 83 | Envelop (White, Small) | Per Piece | 250 | | | | |
| | Computer Printer Toner | | | | | | |
| 84 | HP LaserJet-P 2015 | 1 pc | 5 | | | | |
| 85 | HP LaserJet-1020 | 1 pc | 8 | | | | |
| 86 | Cannon Laser Short- LBP-1210 | 1 pc | 23 | | | | |
| 87 | Cannon Laser Short- | 1 pc | 5 | | | | |
| | LBP-3300 | 1 pc | 5 | | | | |
| 88 | Samsung ML-2165W | 1 pc | 4 | | | | |
| 89 | Samsung CLX-3305 FN | 1 pc | 2 | | | | |
| 90 | Canon-IP-1880 | 1 pc | 2 | | | | |

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|-------------------|------------------------|----------|----------------------|------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------|
| Item No. | Description | Unit of Measurement | Quantity | Unit price Tk. | Total price Tk. (col. 4 × 5) | Point of Delivery as per schedule of require ment | Delivery period as per schedule of require ment |
| | | | | (Note1) | | Note-2 | |
| 91 | HP LaserJet-401 | 1 pc | 2 | (TIOUS) | | 1,000 = | |
| 92 | HP LaserJet-P1005 | 1 pc | 8 | | | | |
| 93 | Cannon-LBP-6200d | 1 pc | 2 | | | | |
| | Photocopier | | | | | | |
| 94 | Sharp-M 453U | 1 pc | 5 | | | | |
| 95 | Sharp-AR-5631 | 1 pc | 3 | | | | |
| | Fax Machine | | | | | | |
| 96 | Panasonic KX-701 | 1 pc | 7 | | | | |

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

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

Note 3: VAT and AIT on payable amount shall be deducted from the supplier's bill where applicable as per prevailing rules and regulations of GOB.

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

Specifications Submission and Compliance Sheet (Form PG2-3) (Not applicable)

| Invitation for Tender No: | Date: | |
|---------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Tender Package No: | Package Description: | Procurement of stationary goods and different types of toners framework contract for Corporate Office of EGCB Ltd., Dhaka. |

| Item No. | Name of Goods or Related Service | Country of Origin | Make and Model (when applicable) | Full Technical Specifications and Standards |
|-------------|-------------------------------------|----------------------|----------------------------------------|---------------------------------------------------|
| 1 | 2 | 3 | 4 | 5 |
| | | | | |

Signature: [insert signature of authorised representative of

the Tenderer]

Name: [insert full name of signatory with National ID]

In the capacity of: [insert designation of signatory]

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

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

Bank Guarantee for Tender Security (Form PG2 - 4)

[this is the format for the Tender Security to be issued by a scheduled bank of Bangladesh as stated under ITT Clauses 12 and 13]

| Invitation for | Tender No: | Date: |
|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tender Packag | ge No: | |
| Tender Lot No To: | o: | |
| [Name and add | dress of Procuring Entity] | |
| | TENDER GU. | ARANTEE No: |
| submit to you it | ts Tender dated [insert date of Tender of goods and related services] un | derer] (hereinafter called "the Tenderer") intends to der] (hereinafter called "the Tender") for the supply order the above Invitation for Tenders (hereinafter |
| | ve understand that, according to you Γender Security. | or conditions, Tenders must be supported by a Bank |
| without cavil or figures and in statement that to Tenderer: a. b. c. d. e. This guarantee (a) if the T | r argument, any sum or sums not exwords] upon receipt by us of you the Tenderer is in breach of its obline Tender security; or refused to accept the Notification Instructions to Tenderers (ITT); of failed to furnish Performance Securefused to sign the Contract Agree did not accept the correction of arithmetic errors in accordance with will expire: Cenderer is the successful Tenderer, | rity within the period as stipulated in the NOA; or ment by the time specified in the NOA; or the Tender price following the correction of the |
| (b) if the T the Ter | Tenderer is not the successful Tend | erer, twenty eight (28) days after the expiration of eing [date of expiration of the Tender validity plus |
| • | we must receive at the above-mer before that date. | ntioned office any demand for payment under this |
| Signature | | Seal |

Notification of Award (Form PG2 - 5)

| Contract No To: | : | Date: | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|--|--|--|
| [Name of Co | ontractor] | | | | |
| 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 Electricity Generation Company of Bangladesh Ltd. | | | | | |
| You are thus | requested to take following actions: | | | | |
| i. | accept in writing the Notification of Award within seven (7) days of its issuance pursuant to ITT Sub-Clause 26.2 | | | | |
| ii. | furnish a Performance Security in the specified format and in the amount of Tk [state amount in figures and words], within fourteen (14) days of issuance of this letter but not later than (specify date), in accordance with ITT Clause 27 | | | | |
| iii. | sign the Contract within twenty eight (28) days of issuance of this letter but not later than (<i>specify date</i>), in accordance with ITT Clause 30 | | | | |
| 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 document | s for your perusal and signature. | | | |
| | | | | | |
| | | Signed | | | |
| | | Duly authorised to sign for and on behalf of [name of Procuring Entity] | | | |
| | | Date: | | | |

Contract Agreement (Form PG2 - 6)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
- 2. The following documents forming the Contract shall be in the following order of precedence, namely:
 - (a) the signed Form of Contract Agreement;
 - (b) the Notification of Award
 - (c) The Tender and the appendices to the Tender
 - (d) 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: | For the Supplier: |
|---------------------------------------|---------------------------|-------------------|
| Signature | | |
| Print Name | | |
| Title | | |
| In the presence of Name Address | | |

Bank Guarantee for Performance Security (Form PG2 – 7)

[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clauses 27,28 & 29]

| Notification of Award No: | Date: |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| То: | |
| [Name and address of Procuring Entity] | |
| PERFORMANCE GUARANTEE No: [insert l | Performance Guarantee number] |
| pursuant to Notification of Award No [referen | I (hereinafter called "the Supplier") has undertaken, nee number of Contract] dated [date of Contract] of [description of goods and related services] under |
| Furthermore, we understand that, according to performance guarantee. | your conditions, Contracts must be supported by a |
| cavil or argument, any sum or sums not exceeding and in words] upon receipt by us of your first v | k] hereby irrevocably undertake to pay you, without ag in total an amount of Tk [insert amount in figures written demand accompanied by a written statement under the Contract conditions, without you needing to ad of the sum specified therein. |
| This guarantee is valid until [date of validity of above-mentioned office any demand for payment | f guarantee], consequently, we must receive at the under this guarantee on or before that date. |
| [Signatures of authorized representatives of the b | ank] |
| Signature | Seal |
| | |

Section 6. Schedule of Requirements

Invitation for Tender No: Date:

List of Goods and Delivery Schedule

When completing Form G-2 the Tenderer shall quote prices and contract delivery dates for each item as specified

in the List of Goods and Delivery Schedule.

| 1 | 2 | 3 | 4 | 7 | 8 |
|-------------|------------------------------------------------------|----------------------------|----------|--------------------------------------------------------------|---------------------------------------------------------|
| Item No. | Description | Unit of Measureme nt | Quantity | Point of Delivery as per Schedule of Requirement | Delivery Period Offered as per Schedule of Requiremen t |
| | | | | (Note2) | |
| 1 | Offset Paper (Double A/ 80gm 500 sheets, A4, Made in | Per Rim | 325 Rim | | |
| 2 | Offset Paper Color (A4) | Per Rim | 9 Rim | | |
| 3 | Offset Paper (Legal | Per Rim | 10 Rim | | |
| 4 | Normal Paper (Century 75gm 500 | Per Rim | 460 Rim | | |
| 5 | Report Cover (A4/HFP-LW, 320) / | Per Piece | 750 | | |
| 6 | Ball Pen (Cello Fine Gripper) (Black+Red) | Per Piece | 500 | | |
| 7 | Ball Pen (Matador/Elegant) | Per Piece | 310 | Corporate Office Electricity | |
| 8 | Index File Plastic 3 inch (Standard) | Per Piece | 125 | Generation Company of | Within 10 (Ten) days |
| 9 | Car scent (My tone) / Equivalent | Per Piece | 33 | Bangladesh Ltd. BTMC Bhaban (Level-8), 7-9 | from the date of issuance of |
| 10 | File Board (30 Ounce) | Per Piece | 950 | Kawran Bazar Dhaka-1215, | purchase order |
| 11 | Note Pad with 100 sheets (kpm Kornaphuli Laser | Per Piece | 85 | Bangladesh | |
| 12 | Air Freshener (Spring, Lemon/Fay Lily)/ | Per Piece | 85 | | |
| 13 | Arosol (ACI, 475 ml) / Equivalent | Per Piece | 63 | | |
| 14 | Binder Clip (Small 25ml) | Per Piece | 44 | | |
| 15 | Binder Clip (Middle 1-3/4 inch) | Per box | 17 | | |
| 16 | Binder Clip (large 2 inch) | Per box | 9 | | |

| 1 | 2 | 3 | 4 | 7 | 8 |
|-------------|------------------------------------------------|----------------------------|----------|--------------------------------------------------------------|---------------------------------------------------------|
| Item No. | Description | Unit of Measureme nt | Quantity | Point of Delivery as per Schedule of Requirement | Delivery Period Offered as per Schedule of Requiremen t |
| | | | | (Note2) | |
| 17 | Art Paper (A4) | Per Piece | 1400 | | |
| 18 | Gel Pen Pilot (V5) (Blue+Black) | Per Piece | 40 | | |
| 19 | Gel Pen Pilot (Cello Point Tech, | Per Piece | 30 | | |
| 20 | Recsine Tape (2 inch) | Per Piece | 25 | | |
| 21 | Recsine Tape (1.5 inch) | Per Piece | 20 | | |
| 22 | Pencil Battery (Alca line)/Equivalent | Per Piece | 75 | | |
| 23 | Remote Battery (Alca line)/Equivalent | Per Piece | 40 | | |
| 24 | Basket (RFL)/Equivalent | Per Piece | 10 | | |
| 25 | Vim Bar (Soap) | Per Piece | 38 | | |
| 26 | Lux Soap (Middle Size) /Equivalent | Per Piece | 68 | | |
| 27 | Lifebuoy liquid Soap (Poli-Pack /Equivalent | Per Piece | 90 | | |
| 28 | Anty Cuter | Per Piece | 6 | | |
| 29 | Computer CD | Per Piece | 38 | | |
| 30 | Duster (leather) | Per Piece | 25 | | |
| 31 | Duster (Cloth) White Cos tape | Per Piece | 38 | | |
| 32 | White Cos tape | Per Piece | 4 | | |
| 33 | Thread Ball (Red) | Per Piece | 3 | | |
| 34 | Calculator (Tokyo CD-120) / Equivalent | Per Piece | 10 | | |
| 35 | Eraser | Per Piece | 75 | | |
| 36 | Fluid Pen | Per Piece | 8 | | |
| 37 | Double Clip File | Per Piece | 8 | | |
| 38 | Folder File White | Per Dozen | 3 | | |

| 1 | 2 | 3 | 4 | 7 | 8 |
|-------------|------------------------------------------|----------------------------|----------|--------------------------------------------------------------|---------------------------------------------------------|
| Item No. | Description | Unit of Measureme nt | Quantity | Point of Delivery as per Schedule of Requirement | Delivery Period Offered as per Schedule of Requiremen t |
| | | | _ | (Note2) | |
| 39 | Button File White | Per Dozen | 2 | | |
| 40 | Court File | Per Piece | 14 | | |
| 41 | Glue Stick Gum | Per Piece | 20 | | |
| 42 | Gum Ica (1.5 kg) | Per Piece | 7 | | |
| 43 | Towel | Per Piece | 25 | | |
| 44 | James Clip | Per Packet | 50 | | |
| 45 | Harpic (750ml) | Per Piece | 10 | | |
| 46 | Savlon (1L) | Per Piece | 4 | | |
| 47 | Marker Pen (Highlighter) | Per Piece | 25 | | |
| 48 | Permanent Marker (Red+Black) | Per Piece | 10 | | |
| 49 | White Board Marker (Red+Black) | Per Piece | 12 | | |
| 50 | Magazine File | Per Piece | 6 | | |
| 51 | Tag Paper Color | Per Piece | 15 | | |
| 52 | Wood Pencil (Stedlar/Equivalent) | Per Piece | 132 | | |
| 53 | Paper Weight | Per Piece | 20 | | |
| 54 | Pin Remover | Per Piece | 15 | | |
| 55 | Punch Machine (Double) | Per Piece | 15 | | |
| 56 | Punch Machine(Single) | Per Piece | 15 | | |
| 57 | Register Book (no-10) Leather binding | Per Piece | 20 | | |
| 58 | Register Book (rule normal no-20) | Per Piece | 25 | | |
| 59 | Register Book (Receive no-40) | Per Piece | 8 | | |
| 60 | Register Book (Dispatch no-40) | Per Piece | 6 | | |

| 1 | 2 | 3 | 4 | 7 | 8 |
|-------------|---------------------------------------------|----------------------------|----------|--------------------------------------------------------------|---------------------------------------------------------|
| Item No. | Description | Unit of Measureme nt | Quantity | Point of Delivery as per Schedule of Requirement | Delivery Period Offered as per Schedule of Requiremen t |
| | | | | (Note2) | |
| 61 | Stapler Machine (Midle) | Per Piece | 15 | | |
| 62 | Stapler Pin (Kangaru) (Midle)/Equivalent | Per Packet | 106 | | |
| 63 | Stapler Pin (Kangaru) (Large | Per Packet | 8 | | |
| 64 | Rubber Band | Per kg | 0.5 | | |
| 65 | Scissor (Midle) | Per Piece | 6 | | |
| 66 | Steel Scale | Per Piece | 18 | | |
| 67 | Sharpener | Per Piece | 20 | | |
| 68 | Stamp Pad (Art line)/Equivalent | Per Piece | 8 | | |
| 69 | Sign Pen (different Colour) | Per Piece | 15 | | |
| 70 | Tissue Paper(Fay $2 \times 140 = 280$ | Per Box | 385 | | |
| 71 | Toilet Paper (Bosundhora | Per Piece | 600 | | |
| 72 | Tag U'M myZv | Per Bundle | 6 Bundle | | |
| 73 | Towel (Large, size 30×54 inch) | Per Piece | 10 | | |
| 74 | Towel (midle, size 30×50 inch) | Per Piece | 10 | | |
| 75 | Towel (midle, size 18×36 inch) | Per Piece | 15 | | |
| | Printing Work (According to Supply | | | | |
| 76 | Rough Pad with Company Monogram | Per Piece | 5 | | |
| 77 | Rough Pad with Company Monogram | Per Piece | 650 | | |
| 78 | Envelop with Company Monogram | Per Piece | 1250 | | |
| 79 | File Cover with Company Monogram | Per Piece | 1500 | | |
| 80 | Gray (LWK) Envelop with Company | Per Piece | 250 | | |
| 81 | Envelop with Company Monogram | Per Piece | 4500 | | |

| 1 | 2 | 3 | 4 | 7 | 8 |
|-------------|-----------------------------------|----------------------------|----------|--------------------------------------------------------------|---------------------------------------------------------|
| Item No. | Description | Unit of Measureme nt | Quantity | Point of Delivery as per Schedule of Requirement | Delivery Period Offered as per Schedule of Requiremen t |
| | | | | (Note2) | |
| 82 | Log Book with Company Monogram | Per Piece | 28 | | |
| 83 | Envelop (White, Small) | Per Piece | 250 | | |
| | Computer Printer Toner | | | | |
| 84 | HP LaserJet-P 2015 | 1 pc | 5 | | |
| 85 | HP LaserJet-1020 | 1 pc | 8 | | |
| 86 | Cannon Laser Short- | 1 pc | 23 | | |
| 87 | LBP-1210 Cannon Laser Short- | 1 pc | 5 | | |
| 88 | LBP-3300 Samsung ML-2165W | 1 pc | 4 | | |
| 89 | Samsung CLX-3305 | 1 pc | 2 | | |
| 90 | FN Canon-IP-1880 | 1 pc | 2 | | |
| 91 | HP LaserJet-401 | 1 pc | 2 | | |
| 92 | HP LaserJet-P1005 | 1 pc | 8 | | |
| 93 | Cannon-LBP-6200d | 1 pc | 2 | | |
| | Photocopier | | | | |
| 94 | Sharp-M 453U | 1 pc | 5 | | |
| 95 | Sharp-AR-5631 | 1 pc | 3 | | |
| | Fax Machine | | | | |
| 96 | Panasonic KX-701 | 1 pc | 7 | | |

Section: 7 Technical Specification

| 1 | 2 | 3 |
|-------------|-----------------------------------------------------------------------------|---------------------|
| Item No. | Description | Unit of Measurement |
| 1 | Offset Paper (Double A/ 80gm 500 sheets, A4, Made in Thailand) / Equivalent | Per Rim |
| 2 | Offset Paper Color (A4) | Per Rim |
| 3 | Offset Paper (Legal size) Double A// Equivalent | Per Rim |
| 4 | Normal Paper (Century 75gm 500 sheets, A4, Made in India) / Equivalent | Per Rim |
| 5 | Report Cover (A4/HFP-LW, 320) / Equivalent | Per Piece |
| 6 | Ball Pen (Cello Fine Gripper) (Black Red) / Equivalent | Per Piece |
| 7 | Ball Pen (Matador/Elegant) (Black Red) / Equivalent | Per Piece |
| 8 | Index File Plastic 3 inch (Standard) | Per Piece |
| 9 | Car scent (My tone) / Equivalent | Per Piece |
| 10 | File Board (30 Ounce) | Per Piece |
| 11 | Note Pad with 100 sheets (kpm Kornaphuli Laser Paper)/ Equivalent | Per Piece |
| 12 | Air Freshener (Spring, Lemon/Fay Lily)/ Equivalent | Per Piece |
| 13 | Arosol (ACI, 475 ml) / Equivalent | Per Piece |
| 14 | Binder Clip (Small 25ml) | Per Piece |
| 15 | Binder Clip (Middle 1-3/4 inch) | Per Box |
| 16 | Binder Clip (large 2 inch) | Per Box |
| 17 | Art Paper (A4) | Per Piece |
| 18 | Gel Pen Pilot (V5) (Blue-black) | Per Piece |
| 19 | Gel Pen Pilot (Cello Point Tech, Red+Black)/Equivalent | Per Piece |
| 20 | Recsine Tape (2 inch) | Per Piece |
| 21 | Recsine Tape (1.5 inch) | Per Piece |

| 1 | 2 | 3 |
|-------------|--------------------------------------------------------|---------------------|
| Item No. | Description | Unit of Measurement |
| 22 | Pencil Battery (Alca line)/Equivalent | Per Piece |
| 23 | Remote Battery (Alca line)/Equivalent | Per Piece |
| 24 | Basket (RFL)/Equivalent | Per Piece |
| 25 | Vim Bar (Soap) | Per Piece |
| 26 | Lux Soap (Middle Size) /Equivalent Duster (leather) | Per Piece |
| 27 | Lifebuoy liquid Soap (Poli-Pack /Equivalent | Per Piece |
| 28 | Anty Cuter | Per Piece |
| 29 | Computer CD | Per Piece |
| 30 | Duster (leather) | Per Piece |
| 31 | Duster (Cloth) White Cos tape | Per Piece |
| 32 | White Cos tape | Per Piece |
| 33 | Thread Ball (Red) | Per Piece |
| 34 | Calculator (Tokyo CD-120) / Equivalent | Per Piece |
| 35 | Eraser | Per Piece |
| 36 | Fluid Pen | Per Piece |
| 37 | Double Clip File | Per Piece |
| 38 | Folder File White | Per Dozen |
| 39 | Button File White | Per Dozen |
| 40 | Court File | Per Piece |
| 41 | Glue Stick Gum | Per Piece |
| 42 | Gum Ica (1.5 kg) | Per Piece |
| 43 | Towel | Per Piece |
| 44 | James Clip | Per Packet |
| 45 | Harpic (750ml) | Per Piece |

| 1 | 2 | 3 |
|-------------|---------------------------------------------------------------------------------|---------------------|
| Item No. | Description | Unit of Measurement |
| 46 | Savlon (1L) | Per Piece |
| 47 | Marker Pen (Highlighter) Yellow+Green+Red | Per Piece |
| 48 | Permanent Marker (Red+Black) | Per Piece |
| 49 | White Board Marker (Red+Black) | Per Piece |
| 50 | Magazine File | Per Piece |
| 51 | Tag Paper Color | Per Piece |
| 52 | Wood Pencil (Stedlar/Equivalent) | Per Piece |
| 53 | Paper Weight | Per Piece |
| 54 | Pin Remover | Per Piece |
| 55 | Punch Machine (Double) | Per Piece |
| 56 | Punch Machine(Single) | Per Piece |
| 57 | Register Book (no-10) Leather binding | Per Piece |
| 58 | Register Book (rule normal no-20) | Per Piece |
| 59 | Register Book (Receive no-40) | Per Piece |
| 60 | Register Book (Dispatch no-40) | Per Piece |
| 61 | Stapler Machine (Midle) | Per Piece |
| 62 | Stapler Pin (Kangaru) (Midle)/Equivalent | Per Packet |
| 63 | Stapler Pin (Kangaru) (Large size)/Equivalent (Size: 23×8, 23×13, 23×15, 23×17) | Per Packet |
| 64 | Rubber Band | Per kg |
| 65 | Scissor (Midle) | Per Piece |
| 66 | Steel Scale | Per Piece |
| 67 | Sharpener | Per Piece |
| 68 | Stamp Pad (Art line)/Equivalent | Per Piece |
| 69 | Sign Pen (different Colour) | Per Piece |

| 1 | 2 | 3 |
|-------------|--------------------------------------------------|---------------------|
| Item No. | Description | Unit of Measurement |
| 70 | Tissue Paper(Fay 2×140 = 280 sheet)/Equivalent | Per Box |
| 71 | Toilet Paper (Bosundhora Gold)/Equivalent | Per Piece |
| 72 | Tag UʻnM myZv | Per Bundle |
| 73 | Towel (Large, size 30×54 inch) | Per Piece |
| 74 | Towel (midle, size 30×50 inch) | Per Piece |
| 75 | Towel (midle, size 18×36 inch) | Per Piece |
| | Printing Work (According to Supply of Sample): | |
| 76 | Rough Pad with Company Monogram (large) | Per Piece |
| 77 | Rough Pad with Company Monogram (Small) | Per Piece |
| 78 | Envelop with Company Monogram (White, A4) | Per Piece |
| 79 | File Cover with Company Monogram (3 Colours) | Per Piece |
| 80 | Gray (LwK) Envelop with Company Monogram (large) | Per Piece |
| 81 | Envelop with Company Monogram (White, Small) | Per Piece |
| 82 | Log Book with Company Monogram | Per Piece |
| 83 | Envelop (White, Small) | Per Piece |
| | Computer Printer Toner | |
| 84 | HP LaserJet-P 2015 | 1 pc |
| 85 | HP LaserJet-1020 | 1 pc |
| 86 | Cannon Laser Short-LBP-1210 | 1 pc |
| 87 | Cannon Laser Short-LBP-3300 | 1 pc |
| 88 | Samsung ML-2165W | 1 pc |
| 89 | Samsung CLX-3305 FN | 1 pc |
| 90 | Canon-IP-1880 | 1 pc |
| 91 | HP LaserJet-401 | 1 pc |

| 1 | 2 | 3 |
|-------------|-------------------|---------------------|
| Item No. | Description | Unit of Measurement |
| 92 | HP LaserJet-P1005 | 1 pc |
| 93 | Cannon-LBP-6200d | 1 pc |
| | Photocopier | |
| 94 | Sharp-M 453U | 1 pc |
| 95 | Sharp-AR-5631 | 1 pc |
| | Fax Machine | |
| 96 | Panasonic KX-701 | 1 pc |