

Notification of Awards

Contract No: 35.03.0000.04.07.10.2017-1055

Date: 13-Mar-2018

To :

Name : Flora Limited

Address: Flora Limited 119-120, Motijheel, C/A Adamjee Court Annex-2 , 4th Floor, Dhaka

Flora Limited

This is to notify you that your Tender/Proposal dated **26-Feb-2018** for the supply of Goods and related Services for **Supply of Laptop, Keyboard, Mouse, Multiplug, UPS, Desktop Computer, Laser Printer, Dot matrix printer, heavy duty printer, scanner & projector.** for the Contract Price of **Tk. 10117093.340 (Taka ONE CRORE ONE LAKH SEVENTEEN THOUSAND AND NINETY-THREE POINT THREE FOUR)** as corrected and modified in accordance with the Instructions to Tenderers/Consultants, has been approved by **Director (Operation)**.

You are thus requested to take following actions :

1. accept in writing the Notification of Award within **SEVEN (7)** working days of its issuance pursuant to ITT Clause
2. furnish a Performance Security in the specified format and in the amount of **Tk. 1011709.33 (Taka TEN LAKH ELEVEN THOUSAND SEVEN HUNDRED AND NINE POINT THREE THREE)**, within **FOURTEEN (14)** days of issuance of this Notification of Award but not later than **27-Mar-2018**, in accordance with ITT Clause
3. sign the Contract within **TWENTY-EIGHT (28)** days of issuance of this Notification of Award but not later than **10-Apr-2018**, in accordance with ITT Clause

You may proceed with the execution for the supply of Goods and related Services for 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.

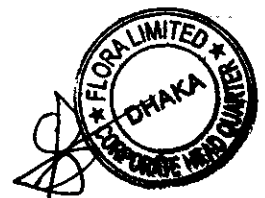
We attach the draft Contract and all other documents for your perusal and signature.

Duly authorised to
Electronically sign
for and on behalf
of

Electronically
Signed
Sitangshu
Shekhar Biswas
Director
(Operation)

The following documents (but for RFQ Submission Letter and Sl. a & h from below only) forming the integral part of the contract shall be interpreted in the order of priority :

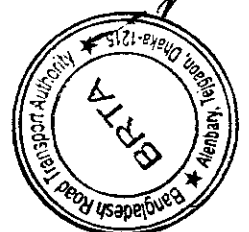
- a. The signed Form of Contract Agreement
- b. The Notification of Award
- c. The Tender/Proposal and the appendices to the Tender/Proposal
- d. Particular Conditions of Contract
- e. General Conditions of Contract
- f. Technical Specifications
- g. Drawings
- h. Price and Delivery Schedule for Goods
- i. Price and Completion Schedule for Related Services
- j. Other document including correspondences listed in the PCC forming part of the Contract



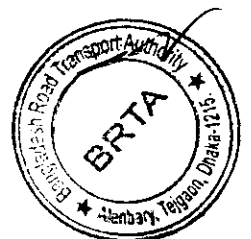
Section 2. Tender Data Sheet	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1.1	<p>The Procuring Entity is: Sitangshu Shekhar Biswas Director (Operation) Bangladesh Road Transport Authority (BRTA) Address : Allenbury, Old Airport Road, Tejgaon, Dhaka - 1215 Phone No : 02-9113713 Fax No : 02-9116163</p> <p>The Name of the Tender is: Electronic System for Private Vehicle Ownership Transfer Management Tender Ref:</p>
ITT 3.1	The source of public fund is : GoB (Revenue budget)
ITT3.3	The name of the Development Partner is None
ITT5.1	Tenderers from the following countries are not eligible: Israel.
ITT 6.1	Goods and related Services from the following counties are not eligible: Israel.
B. Tender Document	
ITT8.2	<p>The following are the offices of the Purchaser or authorised agents for the purpose of providing the Tender Document:</p> <p>BRTA HQ, Allenbury, Old Airport Road, Tejgaon, Dhaka-1215</p>
ITT 9.1	<p>For clarification of Tender purposes only, the Purchaser's address is:</p> <p>Attention: <i>Director (Operation)</i>; Address: <i>BRTA, Old Airport Road, Allenbury, Tejgaon, Dhaka-1215</i> Phone No : 02-9113713 Fax No : 02-9116163 Electronic mail address: do@brta.gov.bd</p>
ITT10.1	<p>The Pre- Tender meeting shall be held by e-GP system Time & Date: 05-Feb-2018 14:30 to 08-Feb-2018 14:30</p>



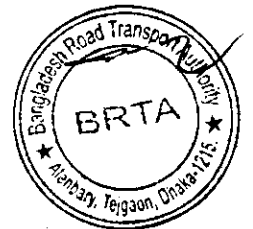
C. Qualification Criteria	
ITT 14.1(a)	The minimum of years of general experience of the Tenderer in the supply of Goods and related services as Supplier shall be 05 (five) years..
ITT 14.1(b)	The minimum specific experience as Supplier in supply of similar Goods of at least 02 (two) government contracts successfully completed within the last 05 (five) years, each with a value of at least Tk. 50 lakh.
ITT 14.1(c)	The minimum supply and/or production capacity of Goods is/ are: None
ITT 15.1(a)	The minimum amount of liquid assets i.e working capital or credit line(s) of the Tenderer shall be Tk 90 lakh.
D. Preparation of Tender	
ITT21.1(l)	The Tenderer shall submit with its Tender the following additional documents: Last 02 (two) years financial report of the tenderer.
ITT23.1	Alternatives will not be permitted.
ITT24.3	Tenders are being invited for a single lot.
ITT 24.6	Price quoted for each lot shall correspond at least to [insert figure %] of the items specified for each lot and correspond at least to [insert figure %] of the total lot value. N/A
ITT 24.8	The price for the following particular item must be quoted by the Tenderers N/A
ITT 28.1(e)	The required information regarding claims under litigation shall be current or during the last 05 years.
ITT 28.1(f)	Manufacturer's Authorization is required.
ITT 28.1(h)	The not required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the past 03 years.
ITT 29.1	The Tender Validity period shall be 120 days.
ITT 31.1	The amount of the Tender Security shall be 3,00,000 (three lakh) in e-GP system.
ITT 31.2	



E. Submission of Tender	
ITT 37.2	The inner and outer envelopes shall bear the following additional identification marks: <i>[insert the name and/or number that must appear on the Tender envelope to identify this specific Tendering process]</i>
ITT 38.1	For <u>Tender submission purposes</u> , the Procuring Entity's address is: Director (Operation) Bangladesh Road Transport Authority (BRTA) Address : Allenbury, Old Airport Road, Tejgaon, Dhaka - 1215 Phone No : 02-9113713 Fax No : 02-9116163 The deadline for submission of Tenders is : Time & Date: 26-Feb-2018 12:00
F. Opening and Evaluation of Tenders	
ITT44.1	The Tender opening shall take place at <i>(state always the primary place)</i> : As per e-GP system.
ITT 52.6	The applicable economic factors, for the purposes of evaluation of Tenders shall be: (a) <u>Adjustment for Deviations in the Delivery and Completion Schedule</u> "The Goods covered by this Tendering process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6, Schedule of Requirements. No credit will be given for earlier completion. Tender offering late contract performance schedules within acceptable period will be accepted but the Tenders shall be adjusted in the evaluation by adding to the Tender Price at the rate of <i>[specify percentage]</i> of the Tender Price for each day of delay. Tender offering delivery schedules beyond <i>[specify timelimit]</i> of the date specified in Section 6, Schedule of Requirement, shall be rejected." (b) <u>Cost of major replacement components, mandatory spare parts, and service</u> List of high-usage and high-value items of components and spare parts <i>[specify (spare parts, tools, major assemblies, estimated quantities)]</i> of usage in the initial period <i>[specify period]</i> of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the Tender price, for evaluation purposes only.



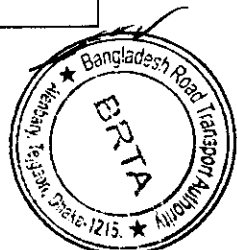
G. Award of Contract	
ITT62.1	The amount of Performance Security shall be ten (10) percent of the Contract Price.
ITT 62.3	The Security Deposit shall be deducted @ ten (10) percent from the the successful Tenderer's payable invoices during Contract implementation, if awarded the Contract.
ITT 69.1	The Adjudicator proposed by the Procuring Entity is Director (Operation), Bangladesh Road Transport Authority (BRTA), Address : Allenbury, Old Airport Road, Tejgaon, Dhaka – 1215.



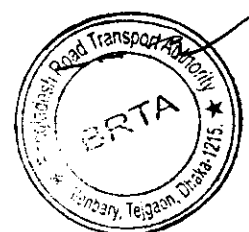
Section 4. Particular Conditions of Contract

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

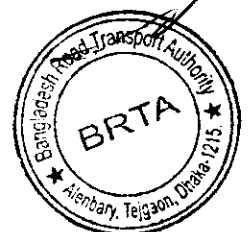
GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(n)	<p>The Procuring Entity is : Director Operation, Bangladesh Road Transport Authority (BRTA)</p> <p>Address : Allenbury, Old Airport Road, Tejgaon, Dhaka - 1215</p> <p>Phone No : 02-9113713</p> <p>Fax No : 02-9116163</p>
GCC 1.1(s)	<p>The site(s)/ point(s) of delivery is/are: Bangladesh Road Transport Authority (BRTA), Allenbury, Old Airport Road, Tejgaon, Dhaka - 1215</p>
GCC 3.1	<p>For notices, the Procuring Entity's contact details shall be:</p> <p>Attention: Director (Operation)</p> <p>Address : Bangladesh Road Transport Authority (BRTA)</p> <p>Allenbury, Old Airport Road, Tejgaon, Dhaka - 1215</p> <p>Phone No : 02-9113713</p> <p>Fax No : 02-9116163</p> <p>Electronic mail address: do@brta.gov.bd</p> <hr/> <p>For notices, the Supplier's contact details shall be:</p> <p>Attention: Managing Director</p> <p>Address: Flora Limited 119-120, Motijheel, C/A Adamjee Court Annex-2 , 4th Floor, Dhaka</p> <p>Telephone: +880-02-9587255</p> <p>Electronic mail address: sujan@floralimited.com</p>
GCC 7.1(i)	<p>The following documents shall also be part of the Contract: <i>[insert the name of the documents]</i></p>
GCC 8.1	<p>The Scope of Supply shall be defined in <i>Section 6, Schedule of Requirements.</i></p>
GCC 10	<p>The Supplier or the Subcontractor that is a national of, or registered in, the following countries are not eligible: Israel</p> <hr/> <p>Goods and related services to be supplied shall not have their origin in the following countries: Israel</p>



<p>GCC 20.2</p>	<p>The packing, marking and documentation inside and outside the packages shall be: <i>required</i>.</p> <p>The outer packing may be clearly marked on at least four sides as follows: Name and address of Procuring Entity Name of the Supplier Contract Description Final Destination/Delivery Point Gross weight Package number of total number of packages Brief description of the content Any special lifting instructions Any special handling instructions</p>
<p>GCC 21.1</p>	<p>The documents to be furnished by the Supplier shall be as follows: The documents to be furnished by the Supplier as follows:</p> <ol style="list-style-type: none"> a. Copies of Supplier's invoice showing goods' description, quantity, unit price, total amount; b. Delivery note; c. Manufacturer's/ Supplier's warranty certificate (if any); d. Inspection certificate issued by the nominated inspection agency (or Procuring Entity) and/ or the Supplier's factory inspection report (if any); e. Certificate of origin, if any.
<p>GCC 23.1</p>	<p>The original Contract price is: <i>Tk. 10117093.34 (Taka ONE CRORE ONE LAKH SEVENTEEN THOUSAND AND NINETY THREE POINT THREE FOUR)</i></p>
<p>GCC 25.1</p>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p>
	<p>(a) On Delivery and Acceptance: Payment Tk. 100% shall be paid pursuant to GCC Clause 21 and 22.</p>
<p>GCC 25.3</p>	<p>Payments shall be made in no case later than the days <i>90 days</i> after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.</p>



GCC 25.5	The rate of interest shall be the prevailing rate of interest for commercial borrowing established in the country. None
GCC 30.1	The inspections and tests shall be : <i>Goods: Supply of Laptop, Keyboard, Mouse, Multiplug, UPS, Desktop Computer, Laser Printer, Dot matrix printer, heavy duty printer, scanner & projector.</i> <i>Type of test: Visual inspection & test of compliance with the technical specification as mentioned section 6.</i> <i>Time or milestone: Within 21 (Twenty One) of days supply.</i> <i>Place: BRTA Head Office.</i> <i>Procedure: Expert/Acceptance committee will decide.</i>
GCC 31.3	The Warranty Period shall be : 12 months.
GCC 31.7	The Supplier shall correct any defects covered by the warranty within 07 (seven) days of being notified by the Procuring Entity of the occurrence of such defects.
GCC 33.1	The amount of Liquidated Damages is One (1) 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 33.1 above</u> <i>[Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae</i> $T = V \times P \times n$ <i>Where;</i> 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 10 (ten) percent of the final Contract Price of the whole of the Goods and related services.



GCC 42.2(b)&(e)	<p>The Adjudicator jointly appointed by the Parties is:</p> <p>Name: Chairman Address: BRTA Tel No: Fax No: e-mail address:</p>
	<p>In case of disagreement between the parties, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh (IEB).</p>
GCC 42.3(b)	<p>Arbitration shall take place in: Bangladesh Road Transport Authority (BRTA), Allenbury, Old Airport Road, Tejgaon, Dhaka - 1215</p>

