

**Higher Education Quality Enhancement Project
(HEQEP)**

University Grants Commission of Bangladesh

**TENDER DOCUMENT
FOR THE PROCUREMENT OF
GOODS**

Procurement of Vehicle

Invitation for Tender No: 01/2009

Issued on:

Tender Package No: G1 (G 1.1 and G 1.2)

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University Grants Commission of Bangladesh

Higher Education Quality Enhancement Project (HEQEP)

29/1, Agargaon, Sher-e-Bangla Nagar, Dhaka-1207

Invitation for Tenders

Ref: UGC/HEQEP/Vehicle/2009/8
2009

Dated: July 19,

1	Ministry/Division	Ministry of Education
2	Agency	University Grants Commission of Bangladesh
3	Procuring Entity Name	Project Director, Higher Education Quality Enhancement Project (HEQEP)
4	Procuring Entity Code	Not used at present
5	Procuring Entity District	Dhaka
6	Invitation for	Procurement of Vehicles
7	Invitation Ref No	UGC/HEQEP/Vehicle/2009/8
8	Date	19/07/2009
KEY INFORMATION		
9	Procurement Method	Open Tendering Method (National)
FUNDING INFORMATION		
10	Budget and Source of Funds	Development Budget, IDA
11	Development Partners	International Development Association (IDA)
PARTICULAR INFORMATION		
12	Project / Programme Code	2561-9137 IDA Credit 4544-BD
13	Project / Programme Name	Higher Education Quality Enhancement Project (HEQEP)
14	Tender Package No.	G1 (G 1.1 and G 1.2)
15	Tender Package Name	Procurement of Vehicles
16	Tender Publication Date	23 rd July, 2009
17	Tender Last Selling Date	16 th August, 2009 (during office hours)
18	Submission Date and Time	17 th August, 2009 before 2:00 pm
19	Tender Opening Date and Time	17 th August, 2009 at 3:00 pm
20	Name & Address of the office	Address(s)
	Selling Tender Document	Higher Education Quality Enhancement Project (HEQEP) Office, University Grants Commission of Bangladesh, Agargaon, Dhaka
	Receiving Tender Document	Higher Education Quality Enhancement Project (HEQEP) Office, University Grants Commission of Bangladesh, Agargaon, Dhaka
	Opening Tender Document	Higher Education Quality Enhancement Project (HEQEP) Office, University Grants Commission of Bangladesh, Agargaon, Dhaka in presence of intending tenderers /authorized representatives who may like to remain present.
21	Place, Date & Time of Pre-Tender Meeting (Optional)	Place: Auditorium, University Grants Commission of Bangladesh, Agargaon, Dhaka, Date: 3 rd August, 2009, Time: 11 :00 am
INFORMATION FOR TENDERER		
22	Eligibility of Tenderer	Manufacturer or Manufacturer's Authorized suppliers/ representatives having 5 (five) years of overall experience in supply of goods and related services of which 3 years in the supply of vehicles and related services.
23	Brief Description of Goods or Works	Procurement of one 4WD Cross-country vehicle (G 1.1: Lot-1) and one Sedan Car (G 1.2: Lot-2); Bidders can participate in a single or both lots. 10% discount is allowed for participating in both lots. Bidders wish to submit bids for both lots must meet Qualification Criteria individually for each lot and submit bid security required by each lot.
24	Brief Description of Related Services	After sales, service & spare parts must be available from the distributors and the described vehicles are to be brought to HEQEP Office
25	Tender Document Price	BDT 500.00 for print version and free of cost for downloading from the www.ugc.gov.bd

	Lot No	Identification of Lot	Locatio	Tender Security	Completion time in
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Section 1. Instructions to Tenderers

A. General

1. Scope of Tender
 - 1.1 The Purchaser, as indicated in the Tender Data Sheet (TDS), issues this Tender Document for the supply of Goods, and Related Services incidental thereto, as specified in the TDS and as detailed in Section 6: Schedule of Requirements. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.
 - 1.2 The successful Tenderer will be required to complete the delivery of the goods and related services (when applicable) as specified in the Particular Conditions of Contract (PCC).
 - 1.3 Throughout this Tender Document:
 - (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means calendar day.
2. Source of Funds
 - 2.1 The Purchaser 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.
 - 2.2 For the purpose of this provision, “public funds” means any monetary resources appropriated to procuring entities under Government budget, or revenues generated by statutory bodies and corporations or aid grants and credits put at the disposal of procuring entities by the development partners through the Government.
 - 2.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
3. Corrupt, Fraudulent, Collusive or Coercive Practices
 - 3.1 The Government requires that Purchasers, as well as Tenderers and Suppliers shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.
 - 3.2 In pursuance of this requirement, the Purchaser shall:
 - (a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;

7. Tender Document: Sections
- 7.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.
- Section 1 Instructions to Tenderers (ITT)
 - Section 2 Tender Data Sheet (TDS)
 - Section 3 General Conditions of Contract (GCC)
 - Section 4 Particular Conditions of Contract (PCC)
 - Section 5 Tender and Contract Forms
 - Section 6 Schedule of Requirements
 - Section 7 Technical Specifications
 - Section 8 Drawings
- 7.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.
- 7.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.
8. Tender Document: Clarification
- 8.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser's address indicated in the TDS. The Purchaser will respond in writing to any request for clarification received no later than seven (7) days prior to the deadline for submission of Tenders.
- 8.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 8.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 10 and ITT Sub-Clause 30.3.
9. Tender Document: Pre-Tender Meeting
- 9.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.
- 9.2 The Tenderer is requested to submit any questions in writing so as to reach the Purchaser not later than five (5) days prior to the date of the meeting.
- 9.3 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within seven (7) days to all those who purchased the Tender Document.

- 20.5 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable : (i) on the components and raw materials used in the manufacture or assembly of goods quoted ex works or ex factory; or (ii) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom or off-the-shelf;
 - (b) any Purchaser country local taxes (VAT and other taxes) which will be payable on the goods if the contract is awarded;
 - (c) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the TDS; and
 - (d) the price of other related (incidental) services, if any, listed in the TDS.

20.6 The Tenderer's separation of price components in accordance with ITT Sub-Clause 20.5 will be solely for the purpose of facilitating the comparison of Tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

20.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS.

21. Tender:
Currency

21.1 All prices shall be quoted in Bangladesh Taka.

22. Tenderer:
Documents
Establishing
Eligibility

22.1 The Tenderer shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and, in particular, shall:

- (a) complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section 5: Tender and Contract Forms; and
- (b) if in accordance with ITT Sub-Clause 4.2, the Tenderer is an existing or intended JVCA, it must submit the Tenderer Information Sheet (Form G-4) and a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JVCA, as appropriate.

22.2 If so specified in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation Letter (Form G-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.

32. Tender: Modification, Substitution or Withdrawal
- 32.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 28.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
- (a) submitted in accordance with ITT Clauses 28 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Modification" "Substitution," or "Withdrawal," and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 30.
- 32.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 32.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 32.3 No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 30.

F. Tender Opening and Evaluation

33. Tender: Opening
- 33.1 The Purchaser shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 32, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 32 shall not be opened. Tenderers or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a register evidencing their attendance.
- 33.2 The name of the Tenderer, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts and alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Purchaser's Tender Opening Committee.
- 33.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tenderer upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 33.4 Tenders not opened and read out at the Tender opening shall not

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| 43. Tender: No Negotiation | 43.1 No negotiation shall be held with the lowest or any other Tenderer. |
| | 43.2 A Tenderer shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender. |
| 44. Tender: Comparison | 44.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 42. |
| 45. Tenderer: Post-qualification | 45.1 The Purchaser shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily. |
| | 45.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 24, to clarifications in accordance with ITT Clause 35 and the qualification criteria indicated in ITT Clauses 11, 12 and 13. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification. |
| | 45.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in rejection of the Tenderer's Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily. |
| 46. Tenders: Purchaser's Right to Accept or to Reject Any or All | 46.1 The Purchaser reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for the Purchaser's actions.. |

G. Contract Award

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| 47. Award Criteria | 47.1 The Purchaser shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. |
| 48. Purchaser's Right to Vary Quantities | 48.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document. |
| 49. Notification of Award | 49.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, in writing, that its |

ITT 2.3	The name of the Development Partner is IDA.
ITT 4.1	Tenderers from the following countries are not eligible : Israel
ITT 5.1	Goods and Related Services from the following counties are not eligible : Israel
B. Tender Document	
ITT 7.2	The following are authorised agents of the Purchaser for the purpose of providing the Tender Document: None
ITT 8.1	For <u>clarification of Tender purposes</u> only, the Purchaser's address is: Attention: Project Director Address: Higher Education Quality Enhancement Project (HEQEP), University Grants Commission of Bangladesh, Agargaon, Dhaka Telephone: 01552 370 758 Facsimile number: 880-2-8122948, 8122416 Electronic mail address: pd_heqep@yahoo.com
ITT 9.1	A Pre- Tender meeting shall not be held.
C. Qualification Criteria	
ITT 12.1(a)	The Tenderer shall have a minimum of 05 years of overall experience in the supply of goods and related services.
ITT 12.1(b)	The Tenderer shall have a minimum of 03 years of specific experience in the supply of Vehicle and related services.
ITT 12.1(c)	The minimum production capacity or availability of equipment is/ are: Not applicable
ITT 13.1(a)	The minimum supply value of goods under a single contract in the last five years is Tk. 35,00,000.00 for Lot-1 (G 1.1) and Tk.16,00,000.00 for Lot-2 (G 1.2)
ITT 13.1(b)	The minimum amount of liquid asset or working capital or credit facility is Tk. 30,00,000.00 for Lot-1 (G 1.1) and Tk.14,00,000.00 for Lot-2 (G 1.2)
D. Preparation of Tender	
ITT 16.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.

F. Opening and Evaluation of Tenders	
ITT 33.1	<p>The Tender opening shall take place at:</p> <p>Address: Higher Education Quality Enhancement Project (HEQEP), University Grants Commission of Bangladesh, 29/1 Agargaon, Dhaka.</p> <p>On Time & Date: 3:00 pm on 17th August, 2009</p>
ITB 42.4	<p>The applicable economic factors for evaluation shall be as follows:</p> <p>Not applicable</p>
ITT 42.4(a)	<p>The following quantification methods shall be applied. Not applicable</p> <p><u>Delivery schedule.</u></p>
Option (i), or	adjustment expressed as a percentage,
Option (ii), or	adjustment expressed a percentage,
Option (iii)	adjustment expressed as a percentage
ITT 42.4(b)	Cost of components and mandatory spare parts None
ITT 42.4(c)	Spare parts and after-sales service facilities in Bangladesh. None
ITT 42.4(d)	Projected operating and maintenance costs. None
ITT 42.4(e)	Performance and productivity of equipment. None

G. Award of Contract

- 6.2 All Goods and Related Services supplied under the Contract shall have their origin in the countries except those specified in the PCC.
7. Governing Language
- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in English, unless otherwise stated in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8. Governing Law
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
9. Gratuities / Agency fees
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.
10. Joint Venture, Consortium or Association (JVCA)
- 10.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
11. Confidential Information
- 11.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 11.
- 11.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier needs to share with institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that

- 22.3 Acceptance by the Purchaser shall be processed not later than fourteen (14) days from receipt of the goods at final destination in the form of an Acceptance Certificate, unless any defects in the supply, any damage during transport or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier in accordance with GCC Clause 31 and GCC Clause 32. In such cases the Acceptance Certificate will be issued only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the Supplier has remedied the defects and/or any non-conformity in accordance with GCC Clause 31 and GCC Clause 32.
23. Contract Price
- 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 23.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in the PCC.
24. Transportation
- 24.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Bangladesh, defined as the Site, transport to such place of destination including insurance, and other incidental costs, and temporary storage, if any, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
25. Spare Parts
- 25.1 As specified in the PCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts :
- (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications for the spare parts, if requested.
- 25.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of spare parts as promptly as possible, but in any case within the time specified in the PCC for placing the order and opening the letter of credit.
26. Terms of Payment
- 26.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the PCC.
- 26.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied

- 32.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
33. Extensions of Time
- 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 22, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.
- 33.2 Except in the case of Force Majeure, as provided under GCC Clause 37, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 34, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.
34. Liquidated Damages
- 34.1 Except as provided under GCC Clause 37, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price of the delayed Goods and/or Related Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 38.
35. Limitation of Liability
- 35.1 Except in cases of criminal negligence or wilful misconduct ,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.
36. Change in Laws and Regulations
- 36.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or

GCC 25.2	Within [] weeks of placing the order and opening the letter of credit. N/A
GCC 26.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: 1. The payments shall be made (a) direct through accounts office of the Purchaser;
	2. Payments shall be made in Bangladesh Taka in the following manner : (a) On Delivery and Acceptance: One Hundred (100) percent of the Contract Price of the Goods delivered shall be paid upon submission of documents specified in GCC Clause 22.2 within twenty eight (28) days of submission of a claim supported by the Acceptance Certificate issued by the Purchaser.
GCC 26.4	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 28 days. The interest rate that shall be applied is Twelve [12 %] percent
GCC 27.1	"All risks" insurance, including "war risks, riots, and/or strikes" shall be acquired for 110% of the delivered cost of the goods on "Warehouse to Warehouse" basis.
GCC 29.1	The Performance Security shall be reduced to Five [5%] percent of the Contract Price.
GCC 31.2	The Inspections and tests shall be conducted at: Office periphery of the Project Director or as desired by the purchaser within Dhaka city The Purchaser's right to inspect, test and where appropriate reject the Goods after delivery, shall in no way be limited or waived by the reason of Goods having previously been inspected, tested or passed by the Purchaser or its representative prior the Goods shipment.
GCC 32.3	The period of validity of the Warranty shall be: One Year after the Goods have been delivered to and accepted at the final destination

G – 9 Bank Guarantee for Performance Security

G – 10 Bank Guarantee for Advance Payment

Forms G1 to G6 comprise part of the Tender and should be completed as stated in ITT Clause 17.

Forms G7 to G10 comprise part of the Contract as stated in GCC Clause 5.

Tender Submission Sheet (Form G – 1)

Invitation for Tender No:
Tender Package No:
To:
[Name and address of Purchase]

Date:

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

The total price of our Tender, excluding price reduction(s) is:
Tk:

insert value in figures (*insert value in words*)

If applicable under Instruction to Tenderers (ITT) Sub-Clause 20.3, and in case we are awarded a contract for more than one lot in the package, the discounts / cross- discounts offered, and the methodology for its application is:

We undertake, if our Tender is accepted, to deliver the goods in [] (weeks / months) from the date of [], in accordance with the delivery schedule specified in the Schedule of Requirements.

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in the Tender Data Sheet is attached in the form of a *[state pay order, bank draft, bank guarantee]* valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet and valid for a period of 28 days beyond the date of completion of our performance obligations under the Contract, including any warranty obligations.

We declare that ourselves, and any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and that the goods and related services will also be supplied from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:
Duly authorised to sign the Tender on behalf of
the Tenderer.
Date:

Invitation for Tender No:
Tender Package No:

Date:

A: PRICE OF GOODS AND DELIVERY SCHEDULE

1	2	3	4	5	6	7	8
Item N° .	Description Of Item	Unit Of Supply	Qty Of units Required	Unit price EXW	Total price EXW (col. 4 × 5)	Extra Price to deliver Goods to final destination	Total price Delivered (col. 6 +7)
				Note 1 / Note 2		Note 3	
	LOT No. 1: [enter description of Lot as specified in Section 6: Schedule of Requirements]						
	[add as many rows and details as there are individual items in the Lot]	[Do the below for	Same each Lot]				
	LOT No. 2						

Note 1: EXW means Ex-works; Ex-factory; Ex-warehouse; Ex-show-room, or off-the-shelf as applicable
 Note 2: Unit Price EXW shall include all custom duties and taxes as specified in ITT Sub-Clause 20.5(a)
 Note 3: Price for inland transportation shall include insurance and other costs as specified in ITT Sub-Clause 20.5(c)
 Note 4: VAT and any other taxes payable in Bangladesh shall be included here as specified in ITT Sub-Clause 20.5(b)

Name of Tenderer _____ Signature of Tenderer _____ Date _____

Price Schedule for Related Services (Form G-2B)

Invitation for Tender No:
Tender Package No:

Date

B: PRICE OF RELATED SERVICES AND COMPLETION SCHEDULE

1	2	3	4	5	6	7	8
Item N° .	Description Of Related Service	Unit of Supply	Qty Of units Required	Unit price	Total price (col. 4 × 5)	Other Related Costs	Total price (col. 6 +7)
		Note 1	Note 1			Note 1	
	LOT No. 1: [enter description of Lot as specified in Section 6: Schedule of Requirements]						
	[add as many rows and details as there are individual items in the Lot]	[Do the below for	Same each Lot]				
	LOT No. 2						

Note 1: The Tenderer will complete these columns as appropriate following the details specified in Section 6: Schedule of Requirements
 Note 2: VAT and any other taxes payable in Bangladesh shall be included here as specified in ITT Sub-Clause 20.5(b)

Name of Tenderer _____ Signature of Tenderer _____ Date _____

Specifications Submission Sheet (Form G-3)

Invitation for Tender No:
Tender Package No:

Date

	<i>[add as many rows and details as there are individual items in the Lot]</i>			<i>[the Tenderer should complete columns 3, 4 and 5 as required]</i>
	Lot No. 2			
	Lot No. 3			
	Lot No. 4			
	FOR RELATED SERVICES			
	Lot No. 1			
	<i>[add as many rows and details as there are individual items in the Lot]</i>			<i>[the Tenderer should complete columns 3, 4 and 5 as required]</i>
	Lot No. 2			
	Lot No. 3			
	Lot No. 4			

Name of Tenderer _____ Signature of Tenderer _____ Date _____

Tenderer Information Sheet (Form G-4)

Notes on Tenderer Information Sheet

This note is for information only to assist the procuring entity in the completion of the Form when preparing the Tender Document, but this note should not be included in the issued Tender Document.

The information to be filled in by Tenderers in the following pages will be used for purposes of verification of eligibility and qualification of the Tenderer as provided for in relevant Clauses of the Instructions to Tenderers.

Invitation for Tender No:
Tender Package No:

Date

A. Individual Tenderers

1. General Information of the Tenderer	
1.1	Tenderer's Legal Name
1.2	Tenderer's legal address in Country of Registration
1.3	Tenderer's legal status
	Proprietorship
	Partnership (Registered under the Partnership Act, 1932)
	Limited Liability Concern (Registered under the Companies Act, 1913)
	Others
1.4	Tenderer's Year of Registration
1.5	Tenderer's business status
	Manufacturer
	Local Agent/Distributor of a foreign Manufacturer
	Stockist
	Others
1.6	Tenderer's Authorised Representative Information
	Name
	Address
	Telephone / Fax Numbers
	e-mail address
1.7	Tenderer's Value Added Tax Registration

2. Qualification Information of the Tenderer		
2.1	Number of years of overall experience of the Tenderer in the supply of goods and related services:	[write "Not applicable", if this information is not asked in ITT 12.1(a)]
2.2	Number of years of specific experience of the Tenderer in the supply of similar goods and related services:	[write "Not applicable", if this information is not asked in ITT 12.1(b)]
2.3	Total annual monetary value of similar goods supplied in each of the last five years.	[write "Not applicable", if this information is not asked in ITT 13.1(a)]
2.4	Available liquid assets	[write "Not applicable", if this information is not asked in ITT 13.1(b)]
2.5	Details of production capacity/ equipment available:	[write "Not applicable", if this information is not asked in ITT 12.1(c)]
2.6	Major supplies of similar type of Goods over the last five years. Also list details of supplies of similar type of Goods under way or committed, including expected delivery date.	
3. Financial Information of the Tenderer		
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.	
3.2	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer	
3.3	Information on litigation in which the Tenderer is, or has been, involved:	
	ch copies.	3.2 Name, address, and t
	one, telex, and f	acsimile numbers of banks that m
	e	ay provid r
		i
	tacted by the Employer	3.3 Informati
	litigation in wh	ich the Tenderer is, or h
	e	n
	v	o
	(a) Any case within the past five years nd amount involved	Cause of Dispute Result of Settlement

(

b) Current cases in this financial year

Manufacturer's Authorisation Letter (Form G - 5)

[This letter of authorisation should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

Invitation for Tender No:

Date:

Tender Package No:

To:

Name and address of Purchaser]

WHEREAS, we *[name and address of manufacturer]* are reputable manufacturers having factories at *[list of places of factories]*.

THEREFORE, we do hereby:

1. Authorise *[name of Tenderer]* to submit a Tender in response to the Invitation for Tenders indicated above, the purpose of which is to provide the following Goods, *[description of goods]*, manufactured by us, and to subsequently sign the Contract for the supply of such Goods; and,
2. Extend our full guarantee and warranty in accordance with GCC Clause 32, with respect to the Goods offered in the Tender.

Signed

In the capacity of:

Duly authorised to sign the authorisation for and on behalf of

[name of manufacturer]

Date:

Bank Guarantee for Tender Security (Form G – 6)

[this is the format for the Tender Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 27]

Invitation for Tender No:

Date:

Tender Package No:

To:

[Name and address of Purchaser]

TENDER GUARANTEE No:

We have been informed that *[name of Tenderer]* (hereinafter called “the Tenderer”) intends to submit to you its Tender dated *[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 Tender guarantee.

At the request of the Tenderer, 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 Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- (c) having been notified of the acceptance of the Tender by the Purchaser during the period of Tender validity, (i) fails or refuses to furnish the Performance Security in accordance with the ITT, or (ii) fails or refuses to execute the Contract Form,

This guarantee will expire :

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight days after the expiration of the Tenderer's Tender validity period, being *[date of expiration of the Tender]*.

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

Signature

Signature

Notification of Award (Form G - 7)

Contract No:
To:

Date:

This is to notify you that your Tender dated *[insert date]* for the supply of goods and related services for *[name of project/contract]* for the Contract Price of Taka *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Procuring Entity]*.

You are requested to proceed with the supply of the goods and the related services and note that this Notification of Award shall constitute the formation of a Contract, which shall only become binding upon you furnishing a Performance Security within 14 days, in accordance with ITT Clause 50, and the signing of the Contract Agreement within 21 days, in accordance with ITT Clause 51.

We attach the Contract Agreement and Contract Documents for you perusal and signature.

Signed

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

Date:

Contract Agreement (Form G - 8)

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

WHEREAS the Purchaser 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 documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Form of Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tenderer;
 - (d) the completed Price Schedules as submitted by the Tenderer;
 - (e) the Particular Conditions of Contract;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications;
 - (i) the Drawings, and;
 - (j) any other document listed in the PCC as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser 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 Purchaser 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 Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence
of
Name

Address

Bank Guarantee for Performance Security (Form G – 9)

[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 50]

Contract No:

Date:

To:

[Name and address of Purchaser]

PERFORMANCE GUARANTEE No:

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

Furthermore, we understand that, according to your 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.

Signature

Signature

Bank Guarantee for Advance Payment (Form G – 10)

[this is the format for the Advance Payment Security to be issued by a scheduled bank of Bangladesh in accordance with GCC Clause 26.1]

Contract No:

Date:

To:

[Name and address of Purchaser]

ADVANCE PAYMENT GUARANTEE No:

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

Furthermore, we understand that, according to your Particular Conditions of Contract Clause 26.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Section 6. Schedule of Requirements

Invitation for Tender No:
Tender Package No:

Date

A. List of Goods and Delivery Schedule

When completing Form G-2 the Tenderer shall quote prices and contract delivery dates for each item against each lot and show each Lot separately, as specified in the List of Goods and Delivery Schedule.)

Item No.	Description of Item	Unit of Supply	Quantity of Units required	Point of Delivery	Date Required (in weeks)
1	2	3	4	5	6

G 1.1	4 WD Cross-country vehicle	Nos	01	HEQEP Office	6 weeks from the date of contract signing
Lot No 2:					
G 1.2	Sedan Car	Nos	01	HEQEP Office	6 weeks from the date of contract signing

B. List of Related Services and Completion Schedule

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

	ac	h l	o t		
	1 2 3 4				5 6
Tender's Option for d					
er	y terms is: <i>[note 1]</i> Lot No 1: [G 1.1] 1 Port handling, Inland Transportation, ins	uran	ce an d re	gistra tion wi	th Fitness & Route permi one Lum sum HEQ
f	f ice6 weeks fro	m th	e dat e of	contr act sig	ning CN G Conversid one Lum sum HEQ
f	f ice6 weeks from the dat e of contract signing C	ompr	ehens ive	Insura nce (al	I risk should be covered) one Lum sum HEQ
ffice6 weeks from					
d	ate of contract signin g Lot No 2: [G 1.2] Port handling, Inland Transportation, ins	uran	ce an d re	gistra tion wi	th Fitness & Route permi one Lum sum HEQ
f	f ice6 weeks fro	m th	e dat e of	contr act sig	ning CN G Conversid one Lum sum HEQ
f	f ice6 weeks from the dat e of contract signing C	ompr	ehens ive	Insura nce (al	I risk should be covered) one Lum sum HEQ

O

f

Section 7. Technical Specification

The goods and related service shall comply with following Technical Specification

Lot No 1: Technical Specifications (4 WD Cross-Country vehicle)			
Sl No	Technical Specification	Required Specification	Technical Specification and Standards offered by the Bidder
1	Brand/Model	To be mentioned	
2	Country of origin	To be mentioned	
3	Country Assemble	To be mentioned	
4	Year of Manufacture	Not Before 2008	
5	General	Four-wheel drive, Long wheel base cross-country vehicle, metal top base unitary construction body with 4 (four) side doors. Suitable for on and off- road use and sitting capacity for 5 persons. A certificate to this extent shall be accompanied with the bid from the manufacturer. No reconditioned element or components shall be considered (All offered technical specifications must be supported by authentic original documents and brochures or catalog)	
6	No of seats	5 including driver	
7	Color	To be mentioned	
	Mechani	c	a
	i Engine	Type DOHC 16-valve LEV or equiva	l
	ii Displac	ementMin. 2,30	0
	iii Power & Torque	output125 KW @ 6,000& 225 N-m @ 4,100 or equi	v
	i	v Fuel Petrol	/
e	v CNG Co	nversion Min. 80 water liter capacity cylinder with necessary kit and timing advance p rocessor (Korea/Argentina/Brazil/It aly). If CNG conversion is done loca lly, the CNG Conversion center must have at least 5,000 vehicle co nversion expe	r
s.	viKilometer per liter (city	/ highway)	M
/10	vii Steer	ing SystemVariable Power-Assist Rack- and-Pinio	n
ring	viii Fuel Tank C	city(Lit	e
n.	60	ixIgnitionElectronic, with Direct Ig	n
(TDI) x	TransmissionContinuously variable transm	i
(C	VT)/ xi Bod	y construction	
zed	body	xii SuspensionMacPherson struts front Multi link rear suspension with Stabilizer B	a
ont/r	ear) xii	i Wheel and tire16 X 6.5JJ Aluminum all oy (Pkg) wheel & P215/70 R16 tire s and full wheel covers, All-Season n with	
pare	wheel	xiv Brake System4-Wheel Power-Ass isted Disc Brakes4-wheel Anti- lock Br	a
s	tem (ABS)	Di mension an	d
ht	Flexible	i Overall	l
Mi	n. 4640 mm	ii Overall	
tMi	n. 1680 mm	iii Overa	l

Lot No 2: Technical Specifications (Sedan Car)			
Sl No	Technical Specification	Required Specification	Technical Specification and Standards offered by the Bidder
1	Brand/Model	To be mentioned	
2	Country of origin	To be mentioned	
3	Country Assemble	To be mentioned	
4	Year of Manufacture	Not Before 2008	
5	General	Front engine, front-wheel drive, 4 door, sedan, Aerodynamic multi-reflector halogen headlamps, Integrated front fog lamps, Intermittent windshield wipers, Color-keyed front and rear under-bumper spoilers, side rocker panels and unique 'S' badge, Roof-mounted antenna . A certificate to this extent shall be accompanied with the bid from the manufacturer. No reconditioned element or components shall be considered. (All offered technical specifications must be supported by authentic original documents and brochures or catalog)	
6	No of seats	5 including driver	
7	Color	To be mentioned	
	Mechani	c	a
	i Engine	Type DOHC 16-valve VVT-i 4-cylinder, Ultra Low Emission Vehicle (ULEV-I	I
	ii Engine Cap	acityMin.1.5-liter (150	0
	iii Power & Torque	outputMin.80 KW @ 6000 rpm & 140 N-m. @ 40	0
	i	v Fuel Petrol	/
e	v CNG Co	nversion Min 60 liter cylinder with necessary kit (Argentina/Brazil/Italy) . If CNG conversion is done locally, the CNG conversion center must have at least 5,000 vehicle conversion expe	r
s.	viKilometer per liter (city	/ highway)M	i
14	vii Steer	ing System Electric Power Steering (EPS): power-assisted rack-and-pinion with electronic po	w
sist	viii Fuel Tank	City(Lit	e
n.	40	ixIgnitionElectronic, with Direct Ig	n
(TDI) x	Transmission 4-speed electronically controlled automatic ov	e
e (ECT) xi Bod	y construction	
zed	body	xii Suspension Independent MacPherson strut front, torsion beam rear suspension with front	
lizer	bar xii	i Wheel and tireMin. 380mm steel wheels with P185/60R15 tires and full wheel covers, All-Season with	
pare	wheel	xiv Brake System Power-assisted front ventilated disc/rear drum, 4-wheel Anti-lock Brake System (ABS) with Electronic Brake-force D	i
u	tion (EPD)	Di mension an	d

Section 8. Drawings

Notes on Drawings

[Insert here a list of Drawings, including site plans, which should be attached to this section or annexed in a separate folder. The Drawings shall be clearly dated, numbered and show any revision number(s), if appropriate.]