

ANNEX – C TO TENDER NO: TBPLC/HO/GSSD/PPD/TENDER/2025/20 DT: 17 APRIL 2025

COMPLIANCE SHEET

S/N	Terms & Conditions as per Requirement		Compliance by Bidder	Remarks
1.	Source of Funds	Own Source		
2.	Eligibility for the Bidder	<p>a. Any bonafide vendor or firm having experience of supply, delivery, install, commission and maintenance of VRF Type Air Conditioner System with Bank/NBFI and Similar Organization. Following certificates are required to be furnished by the bidders:</p> <ul style="list-style-type: none"> i. OEM Authorization Certificate ii. Manufacturer Certificate iii. Warranty Certificate iv. Experience Certificate v. Guarantee Certificate availability of Spares vi. Service Support Certificate vii. Any other certificate deemed necessary <p>b. Bidders should be an authorised dealer for supplied brand product.</p> <p>c. Bidders should have the capacity for repairing or replacing hardware unit, provide support service within the warranty period.</p>		
3.	Delivery, Installation and Commissioning	15 (Fifteen) days from work order issuance date.		
4.	Liquidated Damage	<p>a. 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 work order, TBL shall, without prejudice to all its other remedies, deduct 0.5% (a half of one percent) of the work order value per week or part thereof as liquidated damages until actual delivery or performance, up to a maximum deduction of 10% (Ten percent) of the work order.</p> <p>b. The Supplier shall not be liable for any delay in performance or other failure to perform its obligations if such delay or nonperformance is the result of an event of Force Majeure.</p>		
5.	Warranty	<p>a. Minimum period of Warranty shall be: 03 (three)</p> <p>b. The Supplier shall correct any defects covered by the Warranty within 07 (seven) days of being notified by TBL of the occurrence of such defects.</p> <p>c. To meet the warranty period successful tenderer has to furnish a performance security mentioned into para 23 of Tender Notice.</p>		
6.	Earnest Money	<p>a. ‘Earnest Money’ (refundable) shall be 5% (five percent) of total quoted amount.</p> <p>b. Tenderers are required to deposited ‘Earnest Money’ either as a Pay Order or Irrevocable & Unconditional Bank Guarantee (BG) having not less than 6 (six) month’s validity”.</p> <p>c. Original copy of Pay Order/ Bank Guarantee (BG) shall have to be attached with the Financial Offer.</p>		

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		d. Earnest Money shall be returned to the successful bidder as per Management decision of the Bank. e. Unsuccessful bidders' Tender security will be discharged after Tender Opening Date subject to the application of tenderers. f. The Tender Security may be forfeited, if a Tenderer: i. refuses to accept a work order ii. refuses to fulfill the obligation of work orders		
7.	Performance Security	a. A service-level agreement (SLA) shall be signed between the supplier and TBL. The supplier has to submit a Performance Guarantee in the form of Bank Guarantee (BG) worth 5% of the work order value either in the form of Pay Order or Bank Guarantee for the performance of the SLA during the warranty period. If the supplier fails to submit Performance Guarantee 5% of the total work order value shall be retained as security money and will be released after completion of warranty period. b. The Performance Security shall be in the form of a pay order or an irrevocable Bank Guarantee issued by any scheduled bank of Bangladesh acceptable to TBL. c. The period of performance security should be at valid warranty period + 28 days. d. The proceeds of the Performance Security shall be payable to TBL as compensation for any loss resulting from the Supplier's failure to complete its obligations. e. The Performance Security shall be discharged by TBL and returned to the Supplier not later than Thirty (30) days following the date of Completion of the Supplier's performance obligations and the issuance of certification to that effect by TBL, including any warranty obligations as stated under Clause 24, provided that there are no claims filed against the supplier.		
8.	Structure of Financial Offer, Offer Validity & Payment Terms	a. Currency of Price: BDT b. Currency of Payment: BDT. c. Price must be valid for at least 06 (six) months. d. VAT & Tax will be deducted from the final bill as per Govt. rules. e. 100% payment after Delivery, Installation & Commissioning. Advance Payment Not Applicable. Payment will be made after completion of satisfactory delivery & installation supported by the Acceptance Certificate issued by the user.		

Signature (full).....

Name.....

Date.....

Seal.....

