

Government of the People's Republic of Bangladesh
Strengthening Public Financial Management Program to Enable Service Delivery (SPFMS)
Scheme on Improving Pension Management System and Quality and Timeliness of Financial Reporting
Finance Division, Ministry of Finance
Shoheed Prokoushali Bhaban (4th Floor), IEB, Ramna, Dhaka-1000


**PURCHASE ORDER FOR THE SUPPLY OF
Computer & Accessories (Firewall & Others)**

Purchase Order No. 07.00.0000.000.07.079.23-650

Date: 29/01/2024

RFQ No: 07.00.0000.000.07.079.23-624(1)	Date: 04/01/2024
To: Excel Technologies Limited Road no 07, Block F, House 13, Banani, Dhaka-1213, Phn No. 09606999645, Email: query@excelbd.com	
Delivery Date:	Order Value: BDT. 411,500.00 (Four Lac Eleven Thousand Five Hundred BDT Only)
Delivery: As per Terms and Conditions	

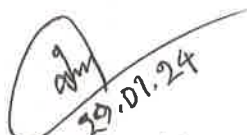
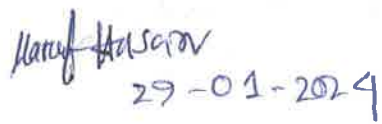
The Purchaser has accepted your Quotation dated 11 January, 2024 for the supply of Goods and related services as listed below and requests that you supply the Goods and related services **within the delivery date stated above**, in the quantities and units in conformity with the Technical Specifications under the Terms and Conditions as annexed.

ORDER ITEMS
Attached Certified photocopy of approved Priced Schedule for Goods and related services Attached Certified photocopy of approved Technical Specification of the Goods Required Attached Certified photocopy of Terms and Conditions
For the Purchaser:  (Tanima Tasmin) Program Executive & Coordinator Scheme on Improving Pension Management System and Quality and Timeliness of Financial Reporting, SPFMS Finance Division, Ministry of Finance

Terms and Conditions for Supply of Goods and Payment

1. Terms and Conditions contained herein shall be binding upon both the Procuring Entity and the Supplier for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Terms and Conditions shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2008.
3. The Supplier shall have to complete the delivery in all respects within **10** days of issuing the Purchase Order in conformity with the Terms and Conditions.
4. The Supplier shall be entitled to an extension of the Delivery Schedule if the Procuring Entity delays in receiving the Goods and related services or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
5. All delivery under the Contract shall at all times be open to examination, inspection, measurements, testing, commissioning, and supervision of the Procuring Entity or his/her authorized representative.
6. The Procuring Entity shall check and verify the delivery made by the Supplier in conformity with the Technical Specifications and notify the Supplier of any Defects found.
7. If the Goods are found to be defective or otherwise not in accordance with the specifications, the Procuring Entity may reject the supplies by giving due notice to the Supplier, with reasons.
8. The Supplier shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
9. Notwithstanding any other practice, the payment shall be based on the actual delivery of goods on the basis of the quantity of each item of Goods in accordance with the Priced Schedule and Specifications. 100% of the Contract price of the Goods and related services shall be paid after submission and acceptance of the Delivery Chalan.
10. The Supplier's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
11. The total Contract Price is **BDT. 411,500.00 (Four Lac Eleven Thousand Five Hundred BDT Only) VAT)**
12. The minimum Warranty Period of the Supplies shall be **[insert months; state none if not applicable]** starting from the date of completion of delivery in the form of submission by the Supplier and acceptance by the Procuring Entity, of the Delivery Chalan.
13. The Supplier shall remain liable to fulfil the obligations pursuant to Rule 40 (5) of the Public Procurement Rules, 2008.
14. The Supplier shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while delivering the Goods and related services.
15. Any claim arising out of delivery of Goods and related services shall be settled by the Supplier at his/her own cost and responsibility.
16. Damage to the Goods during the Warranty Period shall be remedied by the Supplier at the Supplier's own cost, if the damage arises from the supply and installation by the Supplier.
17. No modification to Scope of Supply and no Variations to the quantities ordered shall be permissible under any circumstances.
18. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Terms and Conditions in line with Rules, where necessary.
19. The Procuring Entity may, by written Notice sent to the Supplier, terminate the Contract in whole or in part at any time, if the Supplier:

- a. fails to deliver Goods and related services as per Delivery Schedule and Specifications.
 - b. in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in delivery of goods and related services.
 - c. fails to perform any other obligation(s) under the Contract.
20. The Procuring Entity and the Supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
21. The Supplier shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

<p>For the Purchaser:</p>  <p>(Tanima Tasmin) Program Executive & Coordinator Scheme on Improving Pension Management System and Quality and Timeliness of Financial Reporting, SPFMS Finance Division, Ministry of Finance</p>	<p>For the Supplier:</p> 
<p>Date:</p>	<p>Date:</p>

