

Government of the People's Republic of Bangladesh
Ministry of Housing and Public Works
Urban Development Directorate, Sylhet
Regional Office
Sylhet City Corporation Building (4th Floor)
Topkhana, Sylhet



Emergency

Record Number: 25.45.9162.103.07.001.18.91 Date: 11/4/2021
Subject: **Cancellation of Purchase Order for Supply of Stationary Goods**
Reference: 1. Record No. 25.45.9162.103.07.001.18.62, Date: 14-03-2021
2. RFQ No: 25.45.9162.103.07.001.18-473 Date: 03-02-2021

Dear Sir,

Good Morning.

It is my regret to inform you that the Purchase Order given in Reference No.1 for your Quotation dated 10-02-2021 for the **Supply of Stationary Goods** and related services has been cancelled in whole as per Clause No. 20 of the Terms and Conditions of that Purchased Order (please see Attachment-01). This is for your kind inform and necessary action.

Thank you.

Regards,

11-04-2021

Shaheen Ahmed

সিনিয়র প্ল্যানার

Sunny Builders, 33/3, New Circular Road,
Shantinagar, Dhaka-1217

Record Number:
25.45.9162.103.07.001.18.91/1(10)

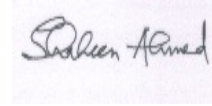
Date: 11/4/2021

Copy for Kind Information and Necessary Action,

1) Director, Urban Development Directorate (UDD), 82, Segunbagicha,
Dhaka-1000

2) Divisional Controller of Accounts (DCA), Sylhet Division, Sylhet

- 3) Senior Planner & Chairman, QEC, UDD, Sylhet Regional Office, Sylhet
- 4) Senior Planner, Urban Planning, Urban Development Directorate (UDD)[Requested to take necessary action immediately for uploading the Purchase Order in UDD's official Website]
- 5) G.M. Abu Bokor Siddique, Asst. Forest Conservator, Sylhet Forest Department & Member, QEC, UDD Sylhet Regional Office, Sylhet
- 6) Accounts Officer (Additional), Urban Development Directorate (UDD)
- 7) Administrative Officer, Urban Development Directorate (UDD)
- 8) Office Assistant cum Computer Typist & Member Secretary, QEC, UDD, Sylhet Regional Office, Sylhet
- 9) Information Portal, Sylhet Regional Office, UDD, Sylhet
- 10) Office Copy



11-04-2021

Shaheen Ahmed

সিনিয়র প্ল্যানার

Terms and Conditions
for
Supply of Stationary Goods

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 07 (Seven) 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 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.
The total Contract Price is BDT 121644.00 (One Lakh Twenty One Thousand Six Hundred Forty four taka) Only
11. The Supplier furnish a Performance Security in Pay order/Bank draft format at the rate of five (05) percent of the contract price and kept it until expiration of the Warranty Period (if applicable).
12. The minimum Warranty Period of the Supplies shall be (As per Technical Specification) 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 (if applicable).
13. The Security deposit shall be returned to the Supplier within twenty one (21) days after expiry of the Warranty Period (if applicable).
14. The Supplier shall remain liable to fulfil the obligations pursuant to Rule 40 (5) of the Public Procurement Rules, 2008.
15. 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 .
16. Any claim arising out of delivery of Goods and related services shall be settled by the Supplier at his/her own cost and responsibility.
17. 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.

18. No modification to Scope of Supply and no Variations to the quantities ordered shall be permissible under any circumstances.
19. 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.
20. 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.
21. 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.
22. 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><i>Shaheen Ahmed</i> (Shaheen Ahmed) Senior Planner & Chairman, QEC Urban Development Directorate Sylhet Regional Office Sylhet City Corporation Building (4th Floor), Topkhana, Sylhet Phone: 0821-729089 Email: uddsylhet@yahoo.com</p>	<p>For the Supplier:</p>
<p>Date: 14-03-2021</p>	<p>Date:</p>