

**ANNEX – C TO TENDER NO: TBPLC/HO/GSSD/PPD/TENDER/2024/37 (A) (REVISED) DT: 11 NOVEMBER 2024**

**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>2.1 The bidder must provide following certificates in Original from OEM:</p> <ul style="list-style-type: none"> <li>2.1.1 OEM Authorization Certificate</li> <li>2.1.2 Manufacturer Certificate</li> <li>2.1.3 Warranty Certificate</li> <li>2.1.4 Experience Certificate</li> <li>2.1.5 Solvency Certificate</li> <li>2.1.6 Certificate of Year of Production</li> <li>2.1.7 Certificate of Model Validity</li> <li>2.1.8 Guarantee Certificate availability of Spares</li> <li>2.1.9 Service Support Certificate</li> <li>2.1.10 Quality Control Certificate with the Product</li> <li>2.1.11 EMVCO Level-1 and Level-2 Certification</li> <li>2.1.12 Any other certificate deemed necessary</li> </ul> <p>2.2 <b>Trans-shipment is prohibited</b> and for this purpose bidders must produce necessary documents.</p>																	
3.	Delivery, Installation and Commissioning	<p><b>3.1 Product should be ready to deliver as per the following schedule:</b></p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Delivery Details</th> <th>No. of Units ATM</th> <th>No. of Units CRM</th> </tr> </thead> <tbody> <tr> <td>0-03 months</td> <td>30</td> <td>12</td> </tr> <tr> <td>04-06 months</td> <td>40</td> <td>12</td> </tr> <tr> <td>07-09 months</td> <td>40</td> <td>-</td> </tr> <tr> <td>Total</td> <td>110</td> <td>24</td> </tr> </tbody> </table> <p style="text-align: center;">Table-I</p> <p><b>3.2 Part delivery allowed.</b></p> <p>3.3 Original copy of the certificated mentioned into 2.1 must be supplied with each delivery of the ATMs/CRMs.</p> <p>3.4 Trust Bank PLC. may at its sole discretion change the required quantity up to <b>maximum ±10%</b>.</p> <p>3.5 Vendor must submit Q/C certificate with serial number with delivery of ATM &amp; CRM.</p> <p>3.6 Vendor must attach a warranty sticker with ATM &amp; CRM that should clearly mention warranty period of the product, delivery date, W/O No., Name &amp; Address of the supplier with mobile number.</p> <p>3.7 Vendor must inform Trust Bank PLC. one month before the arrival of ATM &amp; CRM at BD</p>	Delivery Details	No. of Units ATM	No. of Units CRM	0-03 months	30	12	04-06 months	40	12	07-09 months	40	-	Total	110	24		
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	for inspection. Inspection shall take place at the site of vendor.		
4.	Compatibility ATMs/CRMs offered should be capable of being fully integrated with the existing Trust Bank PLC. systems immediately on installation without any modifications/testing and providing the same functionalities as existing ATMs/CRMs installed by Trust Bank PLC.		
5.	Liquidated Damage The bidder shall be responsible for delivery and installation of the ATMs/CRMs ordered at all the sites and for making them fully operational. If vendor fails to deliver the ATMs/CRMs within stipulated time or as prescribed by Trust Bank PLC., a penalty of half percent (0.5%) of order value for each week or part thereof of the delay subject to a maximum penalty not exceeding five percent (5 %) of the order value will be charged from the expiry of due date. Vendor shall have to inform the Bank 02 (Two) month before if they want to discontinue supply of the ATM/CRM to our Bank.		
6.	Warranty The offer must include comprehensive on-site warranty of at least 01 (one) year from the date of successful installation, testing, commissioning and acceptance of each ATM/CRM. The Vendor shall be fully responsible for the efficient operation of the ATMs/CRMs. Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories etc. covered by the offer. Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to Trust Bank PLC. The obligations under the warranty expressed above shall include all costs relating to labor, spares, maintenance (preventive & unscheduled) and transport charges from site to manufacturer's works and back for repair/replacement at site or any part of the equipment which under normal & proper use and maintenance proves defective in design, material or fails to conform to the specifications.		
7.	Annual Maintenance Contract (AMC) 6.1 The vendor is expected to maintain the equipment supplied for at least 10 years after the expiry of warranty period, Comprehensive on-site maintenance charges (including VAT & TAX), for the post warranty period, must be quoted in figures on a yearly basis, in the Financial Offer. A separate agreement will be signed for AMC between 02 (two) parties. The vendor is expected to ensure same maintenance standards as during warranty period.		



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	<p>Spares for the product offered should be available for at least 10 years. List of Product Spares should accompany the bid.</p> <p>6.2 Vendor will give at least twelve months' notice prior to discontinuation of support services. If any of the peripheral components etc. are not available or difficult to procure or if the procurement is likely to be delayed, the replacement shall be carried out with equipment of equivalent capacity or higher capacity at no additional charges to Trust Bank PLC. during the currency of warranty period and AMC.</p> <p>6.3 On expiry of Warranty, the Bank shall have the sole discretion to enter into an agreement with the existing or a new vendor for Annual Maintenance Contract (AMC) based on the quality/level of services extended by the vendor during the warranty period.</p>		
8.	<p><b>Earnest Money</b></p> <p><b>2% of total quoted amount as 'Earnest Money' (refundable) are required to deposit as a Pay Order or Bank Guarantee (BG) having 4-6 month's validity to be issued in favor of "Trust Bank Limited".</b></p> <p><b>Note:</b> Original copy of Pay Order/ Bank Guarantee (BG) shall have to be attached with the Financial Offer.</p>		
9.	<p><b>Performance Guarantee</b></p> <p>27.1 On or before issuing the work order 10% (Ten percent) of the bid value to be provided by successful tenderer in the form of a Pay Order (if work order value less than BDT 5 million), or an irrevocable unconditional Bank Guarantee (if work order value more than BDT 5 million) issued by any scheduled bank in favor of Trust Bank PLC. for the performance of the SLA.</p> <p>27.2 Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the warranty period.</p> <p>27.3 Failure to perform the required obligation of the SLA during the warranty period shall result in encashment of Pay Order/BG in favor of Trust Bank PLC. to compensate for any losses for such nonperformance.</p>		
10.	<p><b>Structure of Financial Offer &amp; Offer Validity</b></p> <p>9.1. The amount is to be quoted both in figures and in words properly in BDT. The quoted rate must be inclusive of finished jobs including total handling of materials, incidental charges-overhead, all types of levies, taxes, duties and VAT as per prevailing government rules, delivery, installation, manual labor charge and any kind of charge thereof. In this</p>		

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	<p>case no error will be accepted. If any error found, then Trust Bank PLC. may reject the offer.</p> <p>9.2. Currency of Financial Offer: BDT</p> <p>9.3 Offer must be valid for at least 180 (one hundred eighty) days.</p>		
11.	<p>Payment Terms</p> <p>10.1 No advance payment against work order</p> <p>10.2 Vendors need to open an account with Trust Bank PLC. All the payment will be made through this account.</p> <p>10.3 In the event of supply any item which do not match with the required terms &amp; specification, the bank reserves the right for outright rejection of the goods and the supplier will have to take back those at their own cost and will replace with bank demand.</p> <p>10.4 Payment shall be made in BDT</p> <p>10.5 <b>30% advance with APG (Advance Payment Guarantee). Such APG must be issued by any scheduled bank of Bangladesh whose validity shall not be less than 1 year plus 28 days. APG shall be released after delivery and installation.</b></p> <p>30.6 <b>50% after delivery &amp; joint inspection by Trust Bank PLC. and Vendor. Inspection shall take place at the site of vendor.</b></p> <p>30.7 <b>20% after installation.</b></p> <p>30.8 VAT &amp; TAX will be deducted from the bill as per prevailing government rules prior payment of the same.</p>		

Signature (full).....

Name.....

Date.....

Seal.....

