GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Standard Tender Document (National)

For Procurement of Goods

(under Development Partner financed projects)

[Open Tendering Method]

(For any value)

Bangladesh Public Procurement Authority
Implementation Monitoring and Evaluation Division
Ministry of Planning

March 2026 e- PG3D

Guidance Notes on the
Use of The Standard e-TD (e-PG3D)

These guidance notes have been prepared by the BPPA to assist a Procuring Entity in the preparation of e-Tender Document, using the Standard e-Tender Document (STD), for the procurement of Goods and related services. The STD are prepared in consistent with the Public Procurement Act 2006 and the Public Procurement Rule 2025 (PPR 2025), issued to supplement the ACT and Bangladesh e-Government Procurement (e-GP) Guidelines.

The use of STD (e-PG3D) applies when a Purchaser (the Procuring Entity) wishes to select a Tenderer (a Supplier) for the supply of Goods and related services under Open Tendering Method (OTM) through e-GP system. The Contract award is being determined on the basis of the lowest evaluated responsive Tender.

The Procuring Entity addresses its specific needs is through the information provided in the **Tender Data Sheet (TDS)** and the **Particular Conditions of Contract (PCC)** as well as in the detailed requirements of the procurement in the **Price Schedule**, the **Technical Specifications** and/or the **Drawings.**

Guidance notes in brackets and italics are provided for both the Procuring Entity and the Tenderer and the Procuring Entity should carefully decide what notes need to remain and what other guidance notes might be required to assist the Tenderer in preparing its Tender Submission so as to minimize an inept Tendering process.

STD (e-PG3D), provides all the information that a Tenderer needs in order to prepare and submit a Tender. This should provide a sound basis on which a Procuring Entity can fairly, transparently and accurately carry out a Tender e-evaluation process on the e-Tenders submitted by the Tenderers.

The following briefly describes the Sections of the STD (e-PG3D) and how a Procuring Entity should use these when preparing a particular e-TD.

Section 1. Instructions to Tenderer (ITT)

This Section provides information on the e-lodgement, opening, and evaluation of Tenders and on the award of Contract. It specifies the instruction and procedure that govern the tendering process. This Section also contains e-GP system functions and the criteria to be used by the PE in order to determine the lowest evaluated responsive Tender and the qualifications of the Tenderer to perform the Contract.

Section 2. Tender Data Sheet (TDS)

This Section provides the information that is specific to each object of procurement and that supplements the information or requirements included in Section 1: Instructions to

Tenderers. The Procuring Entity shall specify in the TDS only the information that the ITT instruct, be specified in the TDS.

Section 3. General Conditions of Contract (GCC)

This Section provides the General Conditions of Contract that will apply to the Contract for which the e-TD is issued.
The GCC clearly identify the provisions that may normally need to be specified for a particular tendering process and need to be addressed through the PCC

Section 4. Particular Conditions of Contract (PCC)

This Section provides clauses specific to the particular Contract that modify or supplement Section 3: General Conditions of Contract.
The Procuring Entity should include at the time of issuing the e-TDs all information that the GCC indicate shall be provided in the PCC.

Section 5. Tender and Contract Forms

This Section provides the standard form for the e-Tender Submission Letter (**Form e-PG3D-1**), Tenderer information sheet (**e-PG3D-2**), Price and Delivery Schedule (**Form e-PG3D-3A** & **e-PG3D-3B**), Technical Specifications and compliance of Goods and related services (**Form e-PG3D-4**), Manufacturer's Authorisation Letter (**Form e-PG3D-5**) and Bank Guarantee for Tender Security (**Form e-PG3D-6**) to be submitted by the Tenderer.

This Section also contains the form of the Notification of Award (**Form e-PG3D-7**) and Contract Agreement (**Form e-PG3D-8**), which when completed, incorporates any corrections or modifications to the accepted Tender relating to amendments permitted by the Instructions to Tenderers, the General Conditions of Contract (GCC), and the Particular Conditions of Contract (PCC).

The forms of Bank Guarantee for Performance Security (**Form e-PG3D-12**) and Bank Guarantee for Advance Payment (**Form e-PG3D-13**), if applicable, are to be submitted by the successful Tenderer.

Section 6. Drawings

This Section contains any Drawings that supplement the Technical Specifications for the Goods and related services to be procured.

Section 7. DP's Special Instruction and Document

This Section contains Development Partner's Anticorruption Guidelines and Sanctions Framework documents and any other relevant documents if applicable.

Table of Contents

Section 1: Instructions to Tenderers 7

A. General 7

1. Scope of Tender 7
2. Interpretation 7
3. Source of Funds 7
4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices 8
5. Eligible Tenderers 11
6. Eligible Goods 13
7. Site Visit 13

B. e-Tender Document 13

8. Tender Document: General 13
9. Clarification of Tender Document 14
10. Pre-Tender Meeting 14
11. Addendum to Tender Document 14
12. General Criteria 15
13. Experience Criteria 16
14. Financial Criteria 16
15. Subcontractor (s) 16

D. Tender Preparation 17

16. Only one Tender 17
17. Cost of Tendering 17
18. Issuance and Sale of e-Tender Document 17
19. Language of Tender 17
20. Contents of Tender 17
21. Tender Submission Letter and Price Schedule 18
22. Alternatives 19
23. Tender Prices, Discounts 19
24. Tender Currency 20
25. Documents Establishing Eligibility of the Tenderer 20
26. Documents Establishing the Eligibility and Conformity of the Goods 20
27. Documents Establishing the Tenderer's Qualification 21
28. Validity Period of Tender 22
29. Extension of Tender Validity and Tender Security 22
30. Tender Security 22
31. Form of Tender Security 23
32 Authenticity of Tender Security 23
33. Return of Tender Security 23
34. Forfeiture of Tender Security 24
35. Online Tender Preparation 24

E. Tender Submission 24

36. e-Submission of Tender 24
37. Deadline for Submission of Tender 25
38. Late Tender 25
39. Modification, Substitution or Withdrawal of Tender 25

E. Tender Opening and Evaluation 25

40. Tender Opening 25
41. Evaluation of Tenders 25
42. Preliminary Examination 26
43. Technical Responsiveness and Technical Evaluation 26
44. Clarification on Tender 27

45. Restrictions on Disclosure of Information 28
46. Correction of Arithmetical Errors 28
47. Financial Evaluation 28
48. Assessing the Price of unpriced Items 29
49. Abnormally Low Tenders 29
50. Winning multiple Lots 30
51. Price Comparison 30
52. Negotiations 31
53. Post-qualification 31
54. Procuring Entity's Right to Accept any or to Reject Any or All Tenders 31
55. Rejection of All Tenders 32
56. Informing Reasons for Rejection 32

G. Contract Award 33
57. Award Criteria 33
58. Procuring Entity's Right to Vary Quantities 33
59. Notification of Award 33
60. Reporting on Contract Awarding 34
61. Performance Security 34
62. Form and Time Limit for Furnishing of Performance Security 34
63. Validity of Performance Security 35
64. Authenticity of Performance Security 35
65. Retention Money and Contractual Security 35
66. Contract Signing 35
67. Notification of Contract Signing 36
68. Debriefing of Tenderers 36
69. Adjudicator 36
70. Right to Complain and appeal 36

Section 2. Tender Data Sheet 37

A. General 37

C. Qualification Criteria 38

D. Preparation of Tender 38

F. Opening and Evaluation of Tenders 39

G. Award of Contract 39

Section 3: General Conditions of Contract 41

A. General 41
1. Definitions 41
2. Interpretation 43
3. Communications & Notices 44
4. Governing Law 44
5. Governing Language 44
6. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices 44
7. Documents Forming the Contract and Priority of Documents 47
8. Scope of Supply 47
9. Assignment 47
10. Eligibility 47
11. Gratuities / Agency fees 48
12. Confidential Details 48
13. Trademark, Patent and Intellectual Property Rights 48
14. Copyright 48
15. Subcontracting 48

16. Suppliers Responsibilities 49
17. Procuring Entities Responsibilities 49
18. Issue change order, Order for Additional Delivery 49
19. Order for Additional Delivery 49
20. Packing and Documents 50
21. Delivery and Documents 50
22. Acceptance 50
23. Contract Price 50
24. Transportation 51
25. Terms of Payment 51
26. Insurance 51
27. Taxes and Duties 51
28. Performance Security 52
29. Retention Money 52
30. Specifications and Standards 53
31. Inspections, Examinations and Tests 53
32. Warranty 54
33. Extension of Delivery and Completion Schedule 55
34. Liquidated Damages 55
35. Limitation of Liability 56
36. Adjustment for Changes in Legislation 56
37. Force Majeure 56
38. Notice of Force Majeure 57
39. Duty to Minimise Delay 57
40. Consequences of Force Majeure 57
41. Termination for Default 58
42. Termination for Insolvency 59
43. Termination for Convenience 59
44. Amendment to Contract 60
45. Settlement of Disputes 60

Section 4. Particular Conditions of Contract 62

Section 5. Tender and Contract Forms 66

Price Schedule for Goods (Form e-PG3D-4A) 74

Price Schedule for Related Services (Form e-PG3D-4B) 75

Specifications Submission and Compliance Sheet (Form e-PG3D-5) 76

Manufacturer's Authorisation Letter (Form e-PG3D- 6) 77

Section 6. Drawings 86

Annexures: Formats 88

Section 1: Instructions to Tenderers

A. General

1. Scope of Tender	1.1	The Procuring Entity, as indicated in the Tender Data Sheet (**TDS**) issues this Tender Document for the procurement of Goods incidental thereto as specified in the **TDS** and as detailed in **Price Schedule.** 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 shall be required to execute the Goods as specified in the General Conditions of Contract and Particular Conditions of Contract.
2. Interpretation	2.1	(a) the term "in writing" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail; (b) if the context so requires, singular means plural and vice-versa; (c) "day" means calendar days unless otherwise specified as working days; (d) Development partner" means the international agency(ies) or country(ies) which provide(s) financial (full or partial) and/ or technical assistance) for the contract. (e) "Person" means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society, NGO that wishes to participate in Procurement proceedings; (f) "Tenderer" means a Person who submits a Tender; (g) "Tender Document" means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and (h) "Tender" depending on the context, means a Tender submitted by a Tenderer for delivery of Goods to a Procuring Entity in response to an Invitation for Tender. (i) "BPPA" means the Bangladesh Public Procurement Authority formed under the Bangladesh Public Procurement Authority Act, 2023.
3. Source of Funds	3.1	The Procuring Entity 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.
	3.2	For the purpose of this provision, "public funds" means any monetary resources appropriated to the Procuring Entity under Government budget, or financing, grants and credits placed at the disposal of the Procuring Entity through the

		Government by the development partners or foreign states or organisations and also includes any fund of a government, semi-government or a statutory body established by law.
	3.3	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 or foreign state or Organisation in accordance with the applicable Financing / Credit / Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	4.1	The Government, and the Development Partner, if applicable, requires that the Procuring Entity as well as the Tenderers and Contractors (including sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds. The Tenderer shall require to submit a Letter of Acceptance of Development Partner's Anticorruption Guidelines or similar document(s) as stated in the **TDS**.
	4.2	For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows: (a) **"Corrupt practice"** means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in this Rule; (b) **"Fraudulent practice"** means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution; (c) **"Collusive practice"** means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the

		number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition; (d) **"Coercive practice"** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders. (e) **"Obstructive practice"** means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the *Bangladesh Public Procurement Authority Act, 2023.*
	4.3	Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind be determined by the Procuring Entity or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act 2006 and Public Procurement Rules, 2025 and Guidelines of the Development Partners as stated in the ITT sub-clause 3.3.
	4.4	If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind is determined by the Procuring Entity against any Tenderer or Contractors (including sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing, a contract under public fund: (a) Procuring Entity and/or the Development Partner shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings; (b) Procuring Entity and/or the Development Partner shall reject any recommendation for award that had been proposed for that concerned Tenderer; (c) Procuring Entity and/or the Development Partner shall declare, at its discretion, the concerned Tenderer

		to be ineligible to participate (debarment) in any Public Procurement proceedings for a specific period of time; (d) Procuring Entity shall suspend the concerned Tenderer from participating in any other procurement proceedings within the PE organization for the period of finalizing the debarment process; (e) Development Partner shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing Development Partner' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Development Partner-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Contractor, or service provider of an otherwise eligible firm being awarded a Development Partner-financed contract; and (f) Development Partner shall cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Procuring Entity or of a beneficiary of the financing engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that Development Partner financed contract, without the Procuring Entity having taken timely and appropriate action satisfactory to the Development Partner to remedy the situation.

	4.5	Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion and obstruction of the Public Procurement Act, 2006, the Public Procurement Rules, 2025 and others as stated in GCC Clause 38.
	4.6	In further pursuance of this policy, Tenderers, Contractors and their sub-contractors, agents, personnel, consultants, service providers shall permit the Government, the BPPA and the Development Partner to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government, the BPPA and/or the Development Partner during the procurement or the execution of that Development Partner financed contract.

5. Eligible Tenderers	5.1	This Invitation for Tenders is open to all potential Tenderers from all countries, except for any specified in the **TDS.**
	5.2	Tenderers shall have the legal capacity (not barred by Public Procurement Act or any other law(s) to sign the contract) to enter into the Contract under the Applicable law.
	5.3	Tenderers shall be enrolled in the relevant professional or trade organisations registered in its own country.
	5.4	Tenderers may be a physical or juridical individual or body of individuals, or company invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.
	5.5	Tenderers shall have fulfilled its obligations to pay taxes and social security contributions, if any, under the provisions of laws and regulations of the country of its origin.
	5.6	Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a consultant or any of its Partners which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be performed under this Invitation for Tenders.
	5.7	Tenderers in its own name or its other names or also in the case of its Persons in different names shall not be under a declaration of ineligibility due to suspension or debarment for corrupt, fraudulent, collusive, coercive or obstructive practices as stated under ITT Sub Clause 4.4.
	5.8	Tenderers are not currently restrained due to suspension or debarred from participating in Public Procurement on grounds of fundamental breach of contract under any Contract.
	5.9	Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not

		temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
	5.10	Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Procuring Entity.
	5.11	Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.
	5.12	These above requirements for eligibility will extend, as applicable, to each Subcontractor proposed by the Tenderers.
	5.13	A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer: a) directly or indirectly controls, is controlled by or is under common control with another Tenderer; or b) receives or has received any direct or indirect subsidy from another Tenderer; or c) has the same legal representative as another Tenderer; or d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the procuring entity regarding this tendering process; or e) any of its partners participated as a consultant in the preparation of the design or technical specifications of the Goods that are the subject of the Tender.
	5.14	A Tenderer shall provide its/their Beneficial Ownership related information, as the specified in **Form e-PG3D-2**, if it/they will be awarded the contract and declare their consent on publishing that information publicly following the signing of contract.
	5.15	A tenderer has not been under sanction imposed by any Development Partner operating in Bangladesh on grounds related to their procurement affairs.

6. Eligible Goods	6.1	All goods to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the **TDS.**
	6.2	For purposes of this Clause, the term **"goods"** includes commodities, raw material, machinery, equipment, and industrial plants; and, in applicable cases, it also includes related services such as insurance, transportation, installation, and commissioning, training, and initial maintenance.
	6.3	For the purposes of this Clause, "origin" means the country where the goods have been mined, grown, cultivated, produced or manufactured or processed, or through manufacturing, processing, or assembling, another commercially recognized new product results that differs substantially in its basic characteristics from its components or the place from which the related services are supplied.
	6.4	The origin of materials and equipment and associated services is distinct from the nationality of the Tenderer.
7. Site Visit	7.1	The costs of visiting the Site shall be at Tenderer's own expense.

B. e-Tender Document

8. Tender Document: General	8.1	The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11. • 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 Drawings • Section 7 DP's Special Instructions and Document
	8.2	Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in addendum to Tender, if any.

9. Clarification of Tender Document	9.1	A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity through e-GP System within time as specified in the **TDS.**
	9.2	The Procuring Entity is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause 9.1.
	9.3	The Procuring Entity shall respond through e-GP System within five (5) working days of receipt of any such request for clarification received under ITT Sub Clause 9.1.
	9.4	Should the Procuring Entity deem it necessary to amend the Tender Document as a result of a clarification, it will do so following the procedure under ITT Clause 11.
10. Pre-Tender Meeting	10.1	To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, if stated in the **TDS**, hold a pre-Tender Meeting through e-GP System.
	10.2	Pre-Tender Meeting will be held online on the date and time as specified in the TDS. Clarifications to the queries of Tenderer will be made online, and also responses will be shared through dashboard of Tenderers, who have purchased the e-TD through e-GP System within the pre-tender meeting date and time as specified in the IFT.
	10.3	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 uploaded within five (5) working days. Any amendment to the e-Tender Document listed in ITT Sub Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum as stated under ITT Clause 11 and not through the minutes of the pre-Tender meeting.
	10.4	Non-participation at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.
	10.5	Name of Tenderers who participated in Pre-Tender meeting will not be shared with other Tenderers by the e-GP System and procuring entities.
	10.6	Questions can be posted till last date and during the pre-Tender meeting. No question should be allowed to be posted, once pre-tender meeting is concluded. Queries must be posted via e-GP Online channel through dashboard. Queries posted via Fax/Post/Email will not be entertained.
11. Addendum to Tender Document	11.1	At any time prior to the deadline for submission of Tenders, the Procuring Entity, on its own initiative or in response to an inquiry from a Tenderer or as a result of a pre-Tender meeting may revise the e-Tender Document by issuing an Addendum through e-GP System.
	11.2	The Addendum issued under ITT Sub Clause 11.1 shall become an integral part of the Tender Document and shall have a date and an issue number and must be circulated through e-GP System, to

		Tenderers who have purchased the Tender Documents, within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action.
	11.3	The Procuring Entity shall also ensure posting of the relevant addenda with the reference number and date on their websites including notice boards, where the Procuring Entity had originally posted the IFTs.
	11.4	To give a prospective Tenderer reasonable time in which to take an addendum into account in preparing its Tender, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub Clause 37.2.
	11.5	If an addendum is issued when time remaining is less than **one-third** of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. In any case, the minimum time for such extension shall not be less than three (3) working days.

C. Qualification Criteria

12. General Criteria	12.1	Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation and the personnel, to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.
	12.2	In addition to meeting the eligibility criteria, as stated in ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 13 to 15 inclusive.
	12.3	To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. The requirement of general experience as stated under ITT Sub Clause 13.1(a) and specific experience, unless otherwise of different nature, as stated under ITT Sub Clause 13.1(b) shall not be separately applicable for each individual lot.

13. Experience Criteria	13.1	Tenderers shall have the following minimum level of supply experience to qualify for the supplying of Goods under the Contract: (a) a minimum number of years of general experience in the supply of Goods as specified in the **TDS**; (b) specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least a number of contract(s) and, each with a minimum value, over the period, as specified in **TDS**; and (c) a minimum supply and/or production capacity of Goods as specified in the **TDS**.
14. Financial Criteria	14.1	Tenderers shall have the following minimum level of financial capacity to qualify for the supply of goods under the Contract: (a) satisfactory resolution of all claims under litigation cases and shall not have serious negative impact on the financial capacity of the Tenderers. All pending litigation shall be treated as resolved against the Tenderers; and (b) availability of minimum financial resources in any form or combination of forms of liquid assets or credit line(s) or working capital, net of other contractual commitments of the amount as specified in the **TDS.**
15. Subcontractor (s)	15.1	Tenderers may intend to subcontract an activity or portion of the Goods not exceeding 30% (Thirty percent) of the whole Goods in value, in which case such item(s) and the proposed Subcontractor shall be clearly identified in the **Form e-PG3D-3**.
	15.2	The Procuring Entity may require Tenderers to provide more information about their subcontracting arrangements. If any Subcontractor is found ineligible or unsuitable to carry out the subcontracted tasks, the Procuring Entity may request the Tenderers to propose an acceptable substitute.
	15.3	A Subcontractor may participate in more than one Tender, but only in that capacity.
	15.4	Any unauthorised subcontracting after entering into the contract shall be considered as fundamental breach of contract.

D. Tender Preparation

16. Only one Tender	16.1	If a Tender for Goods is invited for one or more items on an 'item-by-item' basis, in such case the offer for each item shall correspond to full quantity under that particular item and each such item shall constitute a Tender. A Tenderer who submits or participates in more than one (1) Tender for each item will cause all the Tenders with that Tenderer's participation to be rejected.
	16.2	If a Tender for Goods is invited for a single lot/package, the single lot/package shall constitute a Tender. Tenderers shall submit only one (1) Tender for the lot/package. Tenderer who submits more than one (1) Tender in the lot/package will cause all the Tenders of that particular Tenderer to be rejected.
	16.3	If a Tender for Goods is invited for a number of lots on a "lot-by-lot" basis, each such lot shall constitute a Tender. Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits more than one (1) Tender in one (1) lot of the package will cause all the Tenders of that particular Tenderer to be rejected.
17. Cost of Tendering	17.1	Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
18. Issuance and Sale of e-Tender Document	18.1	e-Tender Document can be accessed or downloaded in e-GP system by the Tenderer after paying the document fees, up to the day prior to the deadline for the submission of e-Tender through e-GP member bank's network and updated the payment transaction by the bank in e-GP system.
	18.2	There shall not be any pre-conditions whatsoever, for sale of Tender Documents and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
19. Language of Tender	19.1	Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or *Bangla.* Supporting documents and printed literature furnished by the Tenderers that are part of the Tender may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English or *Bangla* language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
	19.2	Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
20. Contents of Tender	20.1	The Tender prepared by the Tenderers will comprise the following:

		(a) the Tender Submission Letter (**Form e-PG3D-1**), as stated under ITT Sub Clause 21.1; (b) the Tenderer Information as stated under ITT Clauses 5, 25 and 27 (**Form e-PG3D-2**); (c) the priced Schedule for each lot (**Form e-PG3D-4A** and **e-PG3D-4B**) in accordance with ITT Clauses 21, 23 and 24; (d) the Tender Security as stated under ITT Clauses 30, 31 and 32. (e) the completed Specifications Submission and Compliance Sheet **(Form e-PG3D-5)** as stated under ITT clause 26.2; (f) the alternatives, if permissible, as stated under ITT Clause 22; (g) the Valid Trade license; (h) The Tenderer shall submit with its Tender the following documents as a proof of fulfilling taxation obligations in accordance with ITT Sub Clause 5.5; i. TIN certificate; ii. Acknowledgement slip issued by the competent income tax authority as a proof of submission of income tax return for the Assessment Year as mentioned in the **TDS;** and iii. Value Added Tax registration certificate/ Business Identification Number. (i) documentary evidence as stated under ITT Clause 25, 26 and 27 establishing the Tenderer's eligibility, eligibility and conformity of the Goods and the minimum qualifications of the Tenderers required to be met for due performance of the Goods under the Contract; (j) document establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub Clause 5.10 in case of government owned entity; (k) any other document as specified in the **TDS**.
21. Tender Submission Letter and Price Schedule	21.1	Tenderers shall submit the Tender Submission Letter (**Form e-PG3D-1**), which shall be completed without any alterations to its format in e-GP System.

	21.2	Tenderers shall submit the priced schedule using the form(s) furnished in **Section 5: Form e-PG3D-4 (Price Schedule)**
22. Alternatives	22.1	Alternatives Tender shall not be allowed in e-GP System.
23. Tender Prices, Discounts	23.1	The prices and discounts quoted by the Tenderers in the Price Schedule **(Form e-PG3D-4A and e-PG3D-4B)** and Discount Form shall conform to the requirements specified below.
	23.2	Tenderers shall fill in unit rates for all items of the Goods both in figures and in words as described in the Price Schedule, excluding any discount offered.
	23.3	Tenders are being invited for a single lot for e-GP System.
	23.4	All items or lots must be listed and priced separately on the Price Schedule following the Form e-**PG3D-4A** and e-**PG3D-4B**.
	23.5	Tenders being invited either for one or more items on an "item-by-item' basis or for a single lot/package or for number of lots on "lot-by-lot" basis as stated under ITT Sub Clause 23.3, price quoted for an item shall correspond to full quantity under that particular item; otherwise the Tenders shall be considered non-responsive.
	23.6	Tenders being invited for a single lot or for a number of lots on 'lot-by-lot' basis, price quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of that particular lot and shall correspond to 100% of the total offered lot value.
	23.7	A Lot Tender not offering minimum number of items of those being priced based on percentage of the total number of items as specified in the ITT Sub-Clause 23.6 and the corresponding minimum value based on percentage of the total lot value as specified in the ITT Sub-Clause 23.6 shall also be considered non-responsive
	23.8	Subject to ITT Sub-Clause 23.6, a Lot tender not offering a particular item which represents more than fifty percent (50%) of the estimated lot value identified by the Procuring Entity, even if it complies with the requirement of minimum number of items based on percentage of the total number of items as stated under ITT Sub Clause 23.6, shall be considered non-responsive.
	23.9	The price to be quoted in the Price Schedule shall be the total price of the Tender, excluding any discounts offered.

	23.10	Tenderers shall quote any unconditional discounts and the methodology for application of that discount in the Discount Form as stated under ITT Sub Clause 23.11.
	23.11	Tenderers wishing to offer any unconditional discount for the award of more than one lot shall specify the discount applicable to each lot, or alternatively, to any combination of lots within the package in their Tender. Discounts will be submitted as stated under ITT Sub Clause 23.10, provided the Tenders for all lots are submitted and opened together.
	23.12	All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract, or for any other causes, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the unit rates and the total Tender price submitted by the Tenderers.
	23.13	The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions.
24. Tender Currency	24.1	Tenderers shall quote all prices in the Price schedule in Bangladesh Taka (BDT) currency.
25. Documents Establishing Eligibility of the Tenderer	25.1	Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall: (a) complete the eligibility declarations in the Tender Submission Letter (**Form e-PG3D-1**); (b) complete the Tenderer Information (**Form e-PG3D-2**); (c) complete Subcontractor Information (**Form e-PG3D-3**), if it intends to engage any Subcontractor(s).
26. Documents Establishing the Eligibility and Conformity of the Goods	26.1	Tenderers shall complete the country of origin declarations in the Price Schedule Forms and, submit documentary evidence to establish the origin of all Goods to be supplied under the Contract as stated under ITT Clause 6.
	26.2	To establish the conformity of the Goods to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards in Section 7, **Technical Specifications.**

	26.3	Documentary evidence of conformity of the Goods to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of: (a) a detailed description of the essential technical and performance characteristics of the Goods; (b) an "item-by-item" commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the Goods to those specifications.
27. Documents Establishing the Tenderer's Qualification	27.1	Tenderers shall complete and submit the Tenderer Information (**Form e-PG3D-2**) and shall include documentary evidence, as applicable to satisfy the following: a) general experience in the supply of Goods as stated under ITT Sub Clause 13.1(a), substantiated by the year of Tenderer's registration/constitution/licensing in its country of origin; b) specific experience of satisfactory completion of supply of Goods under public or private sector of similar nature and size as stated under ITT Sub Clause 13.1(b), substantiated by Completion Certificate (s) issued or duly certified, by the relevant Procuring Entity(s); c) a minimum supply and/or production capacity of Goods as stated under ITT Sub Clause 13.1(c), substantiated by the relevant documents or updated brochures of the supplier and/or manufacturer; d) information regarding claims under litigation, current or during the last years as specified in the **TDS**, in which the Tenderer is involved, the parties concerned, and value of claim as stated under ITT Sub Clause 14.1(a), substantiated by statement in its letter-head pad; e) adequacy of minimum liquid asset substantiated by bank statement having previous date's closing balance with three (3) months transaction details; or (ii) updated balance statement on previously approved credit line; or (iii) unconditional specific credit commitment letter issued in the format as specified in **Form e-PG3D-8** without alteration from any scheduled bank of Bangladesh, and issued not

		earlier than twenty-eight (28) days prior to the day of the initial (if applicable) deadline for submission of Tenders for this Contract as stated under ITT Sub Clause 14.1(b) or (iv) working capital substantiated by audited financial statements mentioned in (h) below.; f) if required in the **TDS**, a Tenderer that does not manufacture or produce the Goods shall submit the **Manufacturer's Authorization Letter (Form e-PG3D-6);** g) reports on the financial standing of the Tenderers, such as profit and loss statements and audited balance sheet for the previous years as specified in the **TDS**, substantiated by Audit Reports.
28. Validity Period of Tender	28.1	Tenders shall remain valid for the period as specified in the **TDS** after the date of Tender submission deadline. A Tender valid for a period shorter than that specified will be considered, non-responsive.
29. Extension of Tender Validity and Tender Security	29.1	In exceptional circumstances, prior to the expiration of the Tender Validity period, the Procuring Entity may solicit all the Tenderers' consent to an extension of the period of validity of their Tenders, subject to a maximum of two times; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clauses 42.2.
	29.2	The request for extension of Tender Validity period shall state the new date of the validity of the Tender.
	29.3	The request and the responses shall be made through e-GP System. Validity of the Tender Security provided under ITT Clause 30 shall also be suitably extended for twenty-eight (28) days beyond the new date for the expiry of the Tender Validity. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.
30. Tender Security	30.1	e-Tender security will be prepared by the bank registered with e-GP system in favour of the Procuring Entity upon such request from the Tenderer. e-Tender security amount, as specified in the **TDS,** shall be kept in custody of the bank and transaction information will be updated in the e-GP system.

31. Form of Tender Security	31.1	The Tender Security shall: (a) at the Tenderer's option, be either; i. in the form of a Bank Draft or Pay Order, or ii. in the form of an irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh, in the format (**Form e-PG3D-7**) without any alteration, furnished in **Section 5: Tender and Contract Forms**; (b) be payable promptly upon written demand by the Procuring Entity in the case of the conditions as stated under ITT Sub Clause 34.1 being invoked; and (c) remain valid for at least twenty-eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances as stated under ITT Sub Clause 34.1.
32 Authenticity of Tender Security	32.1	The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion in writing from the Bank issuing the security.
	32.2	If a Tender Security is found to be not-authentic, the Procuring Entity may proceed to take measures against that Tenderer as stated under ITT Sub Clause 4.4.
	32.3	A Tender not accompanied by a valid Tender Security will be considered non-responsive.

33. Return of Tender Security	33.1	No Tender Security shall be returned to the Tenderers before Approval of Evaluation Report.
	33.2	Non-responsive Tenderer's Tender Security will be returned after approval of Evaluation Report but within twenty-eight (28) days of the expiry of the Tender Validity period as stated under ITT Sub Clauses 28.1. The Tender Security of the responsive Tenderers except the 1st, 2nd, and 3rd lowest responsive Tenderers may be returned, in the same manner, upon written request from them to the Procuring Entity.
	33.3	The Tender Security of the 1st, 2nd, and 3rd lowest responsive Tenderers (as the case may be) will be returned upon the successful Tenderer's furnishing of the performance security and signing of the Contract Agreement, if not otherwise subject to ITT Clause 34.1.

34. Forfeiture of Tender Security	34.1	The Tender Security may be forfeited, if a Tenderer: (a) fails to furnish Performance Security or tenderer's submitted Performance Security has been found unauthentic as stated under ITT Sub Clauses 61.1 and 61.2; or (b) refuses or fails to sign the Contract as stated under ITT Sub Clause 66.2. (c) involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.
	34.2	In case e-Tender security is required to be forfeited, PE will instruct the concerned registered bank/branch and bank/branch in turn will debit the amount and credit it in favour of the PE's bank account.
35. Online Tender Preparation	35.1	Prior to submission of a e-Tender, the Tenderer must ensure that all electronic records and files making up the Tender are completely virus free and also ensure integrity, completeness and authenticity of the tender.

E. Tender Submission

36. e-Submission of Tender	36.1	Tenderer shall submit the e-Tender through e-GP system and must be received in completeness prior to the deadline for submission. Tenderer acknowledge the receipt of the tender through the e-GP system.
	36.2	The e-Tender submitted through e-GP system by the Tenderer is deemed for all purposes to be the true and legal version, duly authorized and duly executed by the Tenderer and intended to have binding legal effect. e-Signature / Digital Signature will identify and authenticate the Tenderer.
	36.3	Tender submitted online will be stored in encrypted format in the e-GP System.
	36.4	Submitted Tender containing files those are corrupt or containing virus or are unreadable for any reason, will not be considered.

	36.5	After the Final Submission of the e-Tender by the Tenderer, will get a submission confirmation Email from e-GP System.

37. Deadline for Submission of Tender	37.1	e-Tenders shall be submitted through e-GP System not later than the date and time specified in the Invitation for Tender (**IFT).**
	37.2	The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 36.1, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
	37.3	e-Tenders submitted shall not be allowed to be withdrawn after the deadline for submission.
	37.4	Submission of large electronic file may take time and as such sufficient time must be allowed to fully transmit all the files prior to the closing time.
38. Late Tender	38.1	Late Submission shall not be allowed in e-GP System.

39. Modification, Substitution or Withdrawal of Tender	39.1	Tenderer is allowed to substitute / modify / withdraw its submitted tender before tender submission deadline.

E. Tender Opening and Evaluation

40. Tender Opening	40.1	e-GP System shall automatically open the Tenders after the deadline of Tender submission deadline as configured and published in the e-GP System. The System shall automatically generate Tender Opening Report (TOR) after opening the Tenders and TOR will automatically be shared with the participating tenderers.
41. Evaluation of Tenders	41.1	Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.
	41.2	Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the requirements of Tender Documents in order to identify the successful Tenderer.
	41.3	TEC may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following four steps: (a) Preliminary examination (b) Technical examination and responsiveness (c) Financial evaluation and price comparison (d) Post-qualification of the Tender.

	41.4	e-GP System will electronically generate the Tender Evaluation Reports (TERs) to assist the TEC. TEC should review the TERs, confirms the compliance and complete the TERs based on the criteria mentioned in e-TD.
42. Preliminary Examination	42.1	TEC shall examine the Tenders to confirm that all documentations as stated under ITT Clause 20 have been provided, to determine the completeness of each document submitted.
	42.2	TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be considered rejected. (a) All Forms, as applicable, duly filled-in and electronically signed, as in Tender Forms (Section 5); (b) Priced Schedule; and (c) Valid Tender Security.
43. Technical Responsiveness and Technical Evaluation	43.1	TEC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
	43.2	A responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: (a) affects in any substantial way the scope, quality, or supply of goods specified in the Contract; or (b) limits in any substantial way, or is inconsistent with the Tender Documents, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or (c) if rectified would unfairly affect the competitive position of other Tenderers presenting responsive Tenders. During the evaluation of Tenders, the following definitions shall apply: **"Deviation"** is a departure from the requirements specified in the Tender Document; **"Reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and **"Omission"** is the failure to submit part or all of the information or documentation required in the Tender Document.
	43.3	If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made

		responsive by the Tenderer by correction of the material deviation, reservation, or omission.
	43.4	There shall be no requirement as to the minimum number of responsive Tenders.
	43.5	TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below: (a) verification of the completeness of the country of origin declaration in the Price Schedule for Goods and related services (**Form e-PG3D-4A and 4B**) to determine the eligibility of the Goods (b) verification and examination of the documentary evidence and completed Specification Submission Sheet (**Form e-PG3D-5**) to determine the conformity of the Goods. (c) verification and examination of the documentary evidence that the Tenderer's qualifications conform to the Tender Document and the Tenderer meets each of the qualification criterion specified in Sub Section C, Qualification Criteria.
	43.6	Provided that a Tender is responsive, TEC may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the rates of the Tender reflected in the Priced Schedule or any mandatory criteria. Failure of the Tenderer to comply with the request may result in the consideration of its Tender as non-responsive.
	43.7	TEC may regard a Tender as responsive even if it contains: (a) minor or insignificant deviations which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and, conditions or other mandatory requirements set out in the Tender Document; or (b) errors or oversights, that if corrected, would not alter the key aspects of the Tender.
44. Clarification on Tender	44.1	TEC may ask Tenderers for clarification of their Tenders, including breakdowns of unit rates, in order to facilitate the examination and evaluation of Tenders. The request for clarification by the TEC and the response from the Tenderer shall be through e-GP System, and Tender clarifications which may lead to a change in the substance of the Tender

		or in any of the key elements of the Tender as stated under ITT Sub Clause 43.2, will neither be sought nor be permitted.
	44.2	Requests for clarification shall be through e-GP system and shall be sent only by the Chairperson of the TEC.
	44.3	Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.
	44.4	The Tenderer shall be provided a reasonable timeline, but not less than three (3) working days, to respond against a clarification request. If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender may not be considered in the evaluation.
45. Restrictions on Disclosure of Information	45.1	Following the opening of Tenders until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned Procuring Entity.
	45.2	Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.
	45.3	Any effort by a Tenderer to influence the Procuring Entity in its decision concerning the evaluation of Tenders, Contract awards may result in the non-responsiveness of its Tender as well as further action in accordance with Section 64 (5) of the Public Procurement Act, 2006.
	45.4	All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being non-responsive.
46. Correction of Arithmetical Errors	46.1	In e-GP System, there is no provision for correction of Arithmetical Errors.
47. Financial Evaluation	47.1	TEC will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the requirements set out in the Tender Document.
	47.2	To evaluate a Tender, the TEC will consider the following: (a) the Tender price for Item(s) or Lot (b) adjustment for application of the methodology for determining the equivalent lot value, as stated under ITT Sub Clause 23.8, if any; (c) adjustment for application of the economic factors, as stated under ITT Sub Clause 47.4, if any;

		(d) adjustment in order to take into consideration the unconditional discounts and methodology for application of the discount offered for being awarded more than one lot, as stated under ITT Sub Clauses 23.10 and 23.11, if any.
	47.3	Variations, deviations, alternatives and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Procuring Entity will not be considered in Tender evaluation.
	47.4	The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender price quoted as stated under ITT Clause 23. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders. The factors, methodologies and criteria to be used shall be as specified in **TDS**. The applicable economic factors, for the purposes of evaluation of Tenders shall be: (a) adjustment for deviations in the Delivery and Completion Schedule; (b) cost of major replacement components, mandatory spare parts and service.
	47.5	If the winning lot is missing some item(s), as stated under ITT Clause 23, comprising twenty (20) percent or a smaller number of items in the lot, the Procuring Entity may procure those missing item(s) from the other responsive Tenderer(s) quoting the lowest price for the missing item(s).
	47.6	TEC may recommend to increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 61.1 but not exceeding twenty-five (25) percent of the Contract Price, if in the opinion of the TEC, it is found that the item prices are unbalanced.
48. Assessing the Price of unpriced Items	48.1	If it is so permitted under ITT Clause 23, any Tenderer offered only eighty percent (80%) the items of a lot as stated under ITT Sub-Clause 23.7, the TEC shall calculate the total lot value by adding up the average prices offered by other responsive Tenderers for the missing items to establish the winning lot Tender.
	48.2	If the winning lot is missing some items as stated under ITT Sub Clause 48.1, comprising less than twenty percent (20%), the Procuring Entity may procure the missing items from the Tenderer offering the least cost for those remaining items.
49. Abnormally Low Tenders	49.1	An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Bidder in

		regard to the Tenderer's ability to perform the Contract for the offered Tender Price.
	49.2	In the event of identification of a potentially Abnormally Low Tender, the TEC shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
	49.3	After evaluation of the price analyses, in the event that the TEC determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the TEC shall reject the Tender.
50. Winning multiple Lots	50.1	If so indicated in the ITT Sub Clause 1.1 the Procuring Entity may award single lot to one Tenderer following the methodology specified in ITT Sub Clause 50.2.
	50.2	To determine the lowest-evaluated lot/package the TEC will consider: (a) the lowest-evaluated Tender for each lot; (b) the resources sufficient to meet the qualifying criteria for the individual lot; (c) the price reduction on account of discount per lot/package as offered by the Tenderer in its Tender; and (d) the Contract-award sequence that provides the optimum economic combination on the basis of least overall cost of the total Contract package considering any limitations due to constraints in accordance with the post-qualification criteria as stated under ITT Clause 53.
51. Price Comparison	51.1	The lowest-priced Tender among the technically and financially responsive Tenders through ITT Clause 49 shall be determined as the Lowest Evaluated Responsive Tender and shall be recommended for issuance of the Notification of Award subject to successful Post-Qualification verification under ITT Sub Clause 53.
	51.2	In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tender Evaluation Committee shall initially examine the possible presence of collusive practices, and if such practices are found, further actions shall be taken in accordance with Rule 149 of the PPR 2025.

	51.3	Where there is a tie in the lowest evaluated tender but no case of the collusive practice is identified, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as delivery period, quality of Goods delivered, complaints history and performance indicators could be taken into consideration.
	51.4	In the event that there is a tie for the lowest price and none of the Tenderers has the record of past performance with the Procuring Entity as stated under ITT Sub Clause 51.3, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.
	51.5	The successful Tenderer shall not be selected through lottery under any circumstances.
52. Negotiations	52.1	No negotiations shall be held during the Tender evaluation or award, with the lowest or any other Tenderer.
53. Post-qualification	53.1	The determination on Post-qualification shall be based upon an examination and verification of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clauses 25, 27 and 28, clarifications as stated under ITT Clause 44 and the qualification criteria indicated in ITT Clauses 12 to 15. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
	53.2	An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in non-responsiveness of the Tenderer's Tender, in which event the Procuring Entity shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform the Contract satisfactorily, if awarded.
	53.3	TEC may verify information contained in the Tender by visiting the premises of the Tenderer as a part of the post qualification process, if practical and appropriate.
54. Procuring Entity's Right to Accept any or to Reject Any or All Tenders	54.1	The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to contract award following specified procedures, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.
	55.1	The Procuring Entity may, in the circumstances as stated

55. Rejection of All Tenders		under ITT Sub Clause 55.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.
	55.2	All Tenders can be rejected, if - (a) the price of the lowest evaluated Tender exceeds the official cost estimate cost, provided the estimate is realistic, or (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or (c) the Tenderers are unable to propose completion of the contract within the stipulated time in its Tender, though the stipulated time is reasonable and realistic; or (d) all Tenders are non-responsive; or (e) If, in the tendering process or in the tender documents, any defect, deviation, or inconsistency is observed, which appears to hinder the objective of public procurement should the procurement process be continued; or (f) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 149 of the Public Procurement Rules, 2025.
	55.3	Notwithstanding anything contained in ITT Sub-Clause 55.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
56. Informing Reasons for Rejection	56.1	Notice of the rejection will be given promptly within three (3) working days of decision taken by the Head of the Procuring Entity to all Tenderers and, the Procuring Entity will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

G. Contract Award

57. Award Criteria	57.1	The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to all the requirements of the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified in accordance with ITT Clause 53.
	57.2	Tenderer will not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Documents, to change its price, or otherwise to modify its Tender.
58. Procuring Entity's Right to Vary Quantities	58.1	The Procuring Entity, within the amount approved, reserves the right at the time of Contract Award to increase or decrease the quantity per item of Goods originally specified in Price Schedule, provided this does not exceed the percentage specified in the **TDS,** and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.
59. Notification of Award	59.1	Prior to the expiry of the Tender Validity period and within three (3) working days of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer.
	59.2	The NOA, (**Form e-PG3D-10**) attaching the Contract Agreement as per the sample (**Form e-PG3D-11**) to be signed, shall state: (a) the acceptance of the Tender by the Procuring Entity; (b) the price at which the contract is awarded; (c) the amount of the Performance Security and its format; (d) the date and time within which the Performance Security shall be furnished; (e) the date and time within which the Beneficial Ownership shall be furnished; and (f) the date and time within which the Contract shall be signed.
	59.3	In the event, the Tenders were invited for one (1) or more items on an "item-by-item" basis, contract(s) will comprise the corresponding item(s) awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s) covering the corresponding item(s).

	59.4	In the event, the Tenders were invited for a single lot , contract will comprise the corresponding items in the lot awarded to the successful Tenderer and, Contract will be signed with the successful Tenderer of the lot, covering the item(s).
	59.5	In the event, the Tenders were invited for a number of lots on a "lot-by-lot" basis, contracts will comprise the corresponding items in a lot awarded to the successful Tenderer(s) and, Contract(s) will be signed per each of the successful Tenderer(s) per lot, covering the corresponding item(s).
60. Reporting on Contract Awarding	60.1	Immediately, but no later than 24 hours, after issuing the Notification of Award, the Procuring Entity shall, for the information of other tenderers and procurement-related stakeholders, publish the contract award details **Format e-PG3D-B** on the his/her notice board or on its own website, as well as on the BPPA website. Such information shall remain displayed on the notice board or retained on the website for at least twenty-eight (28) days.
61. Performance Security	61.1	Performance Security shall be provided by the successful Tenderer in BDT currency and within the timeline as mentioned in the **TDS.**
	61.2	The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for Contractor's failure to complete its obligations under the Contract.
	61.3	In the event a Government owned enterprise as stated under ITT Sub Clause 5.10 is the successful Tenderer, there shall be Security Deposit as specified in the **TDS**, in lieu of the Performance Security, as stated under ITT Sub Clause 61.1
62. Form and Time Limit for Furnishing of Performance Security	62.1	Performance Security, as stated under ITT Clause 61, may be in the form of a Bank Draft, or a Pay Order or an irrevocable unconditional Bank Guarantee in the format (**Form e-PG3D-12**), without any alteration, issued by any Scheduled Bank of Bangladesh acceptable to the Procuring Entity.
	62.2	Within the timeline mentioned in the TDS from the issuance of the NOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 61.1 or 61.2.

63. Validity of Performance Security	63.1	Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the Intended Completion Date as specified in Tender Document.
64. Authenticity of Performance Security	64.1	The Procuring Entity may verify the authenticity of the Performance Security submitted into e-GP System by the successful Tenderer by sending a written request to the branch of the Bank issuing the Pay Order or Bank Draft or irrevocable unconditional Bank Guarantee in specified format.
	64.2	In case of Performance Security being found unauthentic, measures shall be taken following ITT Sub Clause 4.4.
65. Retention Money and Contractual Security	65.1	Upon the completion of delivery of Goods and subsequent acceptance by the TEAC, the Procuring Entity shall deduct from the payment certificate, a retention amount at the percentage rate as mentioned in **TDS**.
	65.2	The Performance Security mentioned in ITT Sub Clause 61.1 and the money to be retained as per ITT Sub Clause 65.1 will together be considered as the Contractual Security.
	65.3	The Contractual Security against the contract shall not go beyond the amount mentioned in the **TDS** unless it is recommended by the TEC to extend as mentioned in ITT Sub Clause 65.4.
	65.4	The Procuring Entity shall increase the amount of the Contractual Security on the recommendation of TEC above the amounts as per Rule 36(2) of the PPR 2025.
66. Contract Signing	66.1	At the same time as the Procuring Entity issues the NOA, the Procuring Entity will send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer.
	66.2	Within the timeline mentioned in the **TDS** from the issuance of the NOA but not later than the date specified therein, the successful Tenderer and the Procuring Entity shall sign the contract.
	66.3	Failure of the successful Tenderer to submit the Performance Security, as stated under ITT Sub Clause 61.1, or to sign the Contract, as stated under ITT Sub Clauses 66.1 and 66.2, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated responsive Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.

67. Notification of Contract Signing	67.1	Immediately, but no later than three (3) days after the signing of contract, the Procuring Entity shall publish the contract-related information, in the format prescribed in **Format e-PG3D-C** on the his/her notice board or on its own website. The Procuring Entity shall also publish, on the BPPA website or web portal, the contract-related information together with details of the beneficial ownership of the successful Tenderer. This information shall be kept posted in the notice board or websites for at least thirty (30) days.
68. Debriefing of Tenderers	68.1	Debriefing of Tenderers by the Procuring Entity shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her, without disclosing information about any other Tenderer.
	68.2	In the case of debriefing, confidentiality of the evaluation process shall be maintained.
69. Adjudicator	69.1	The Procuring Entity proposes the person named in the **TDS** to be appointed as Adjudicator under the Contract, at an indicative hourly fee and for those reimbursable expenses as specified in the **TDS**.
70. Right to Complain and appeal	70.1	Tenderer has the right to complain and appeal in accordance with the Sections 29 and 30 of Public Procurement Act 2006 and the Rule 72 of Public Procurement Rules, 2025. The Procuring Entity shall cause to dispose of the complaint and appeal in accordance with the provisions of Section 30 of Public Procurement Act 2006 and Rules 72-77 of Public Procurement Rules, 2025.

Section 2. Tender Data Sheet

Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics and under lined mentioned for the relevant ITT clauses.

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1.1	The Procuring Entity *is [state name of Procuring Entity]* The Name of the Tender is: Tender Ref:
ITT 3.1	The source of public fund is *[state source, GoB or other source of funds].*
ITT 3.3	The name of the Development Partner is *[state name of Development Partner]*
ITT 4.1	Tenderer shall submit the signed copy of Form e-PG3D-9 Letter of Acceptance of the Development Partner's Anticorruption Guidelines and Sanctions Framework as part of Bid. *[The PE shall annex document or refer to any online content (as per convenience) with respect to the respective DP's such guidelines with the Form e-PG3D-9]*
ITT 5.1	Tenderers from the following countries are not eligible: *[state the name of countries]*
ITT 6.1	Goods from the following counties are not eligible: *[state the name of countries]*
B. e-Tender Document	
ITT 9.1	Allowed to post clarification till: All kind of clarification shall be provided through:
ITT 10.1	Pre- Tender meeting: As mentioned in the e-Tender Notice.

C. Qualification Criteria	
ITT 13.1(a)	(a) The minimum years of general experience of the Tenderer in the supply of ……. shall be ……years. Years counting backward from the date of publication of IFT in the e-GP System.
ITT 13.1(b)	(b) The minimum specific experience as Supplier in supply of similar Goods and related services …… successfully completed under public or private sector within the last …….. years with minimum value BDT ……. under …… contract. Years counting backward from the date of publication of IFT in the e-GP System. (must be substantiated by completion certificate issued or duly certified by the relevant procuring entity).
ITT 13.1(c)	(C) The minimum supply and/or production capacity of Goods shall be equal to the proposed supply requirements in any …….. Year within the last …… years. Years counting backward from the date of IFT publication in the e-GP system.
ITT 14.1(b)	The minimum amount of liquid assets i.e. working capital or credit line(s), net of other contractual commitments is Tk. …….. supported by any of the following documents accepted by PE. (a) Credit line(s): Authenticated by any scheduled Bank of Bangladesh shall be furnished unconditional credit line in accordance with the format specified (Form ePG3-11-attached in section-6) without alteration. (b) Working Capital: Substantiated by last year Audit Report.
D. Preparation of Tender	
ITT 20.1(h)	Income Tax Assessment Year shall be [*insert assessment year*];
ITT 20.1(k)	The Tenderer shall submit with its Tender the following additional documents: a. Signed Development Partner's anti-corruption related document [For example, in case of the World Bank financed project, WB's ACG Letter shall be submitted by the tenderer]

	b. …… *c.* ……
ITT 27.1(d)	The required information regarding claims under litigation shall be …….
ITT 27.1(f)	Manufacturer's authorization is: …… A Manufacturer's Authorisation Letter is required for the items as mentioned in the Technical Specification.
ITT 27.1(h)	The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the ……..year ……..
ITT 28.1	The Tender Validity period shall be:……
ITT 30.1	The amount of the Tender Security shall be……. in favour of…….
F. Opening and Evaluation of Tenders	
ITT 47.4	The applicable economic factors, for the purposes of evaluation of Tenders shall be: (a) Adjustment for Deviations in the Delivery and Completion Schedule : ……. (b) Cost of major replacement components, mandatory spare parts, and service: ……
G. Award of Contract	
ITT 58.1	The maximum percentage by which quantities per item may be increased is 20 percentage at the time of Contract Award : ……. The maximum percentage by which quantities per item may be decreased is 20 percentage at the time of Contract Award : ……..
ITT 61.1	The amount of Performance Security shall be ……. percent of the Contract Price.

	The successful Tenderer shall furnish the Performance Security for the due performance of the Contract within:
ITT 61.3	The Security Deposit shall be deducted @ ……. percent from the successful Tenderer's (any government enterprise) payable invoices during Contract implementation, if awarded the Contract.
ITT 65.1	The Procuring Entity shall deduct from the payment certificate, a retention amount at the percentage rate of …….. percent from the payment certificate as Retention Money.
ITT 65.3	The Contractual Security against the contract shall not go beyond ……. percent of the contract price.
ITT 66.2	The successful Tenderer shall sign the contract with the Procuring Entity within …….. days of issuance of the Notification of Award (NoA).
ITT 69.1	The Adjudicator proposed by the Procuring Entity is stated below. The hourly fee shall be Tk …… and the relevant reimbursable expenses. The Adjudicator is:……

Section 3: General Conditions of Contract

A. General

1. Definitions	1.1	In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms: (a) **Act means** The Public Procurement Act, 2006 (Act 24 of 2006). (b) **Adjudicator** is the expert appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Sub Clause 45.2. (c) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract; (d) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein; (e) **Contract Documents** means the documents listed in GCC Clause 7.1, including any amendments thereto. (f) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract; (g) **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the point of delivery, including overhead, taxes, duties, fees and such other similar levies including corresponding incidental charges and premiums for banking and insurances, as applicable. (h) **Day** means calendar day unless otherwise specified as working days. (i) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Procuring

		Entity in accordance with the terms and conditions set forth in the Contract; (j) Development Partner means the international agency (ies) or country (ies) which provide(s) financial (full or partial) and/ or technical assistance for the contract. (k) **Force Majeure** means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more as included in GCC Clause 37; (l) **GCC** means the General Conditions of Contract. (m) **Government** means the Government of the People's Republic of Bangladesh. (n) **Goods** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves; (o) **"Head of the Procuring Entity"** means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, or as applicable, Divisional Commissioner, Deputy Commissioner, District Judge; or by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act; (p) **Procuring Entity** means an Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the **PCC**; (q) **PCC** means the Particular Conditions of Contract; (r) **Related Services** means Services linked to the supply of Goods contracts;

		(s) **Subcontractor** means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier; (t) Supplier means a Person under contract with a Procuring Entity for the supply of Goods and related services under the Act; (u) **Site** means the point(s) of delivery named in the **PCC.** (v) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.
2. Interpretation	2.1	In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.
	2.2	Entire Agreement: The Contract constitutes the entire agreement between the Procuring Entity and the Contractor and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 7.1(i).
	2.3	Amendment: No amendment or other variation of the Contract shall be valid unless it is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
	2.4	Non-waiver: (a) Subject to GCC Sub Clause 2.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any

		breach of Contract operate as waiver of any subsequent or continuing breach of Contract. (b) Any waiver of a party's rights, powers, or remedies under the Contract must be dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
	2.5	Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
3. Communications & Notices	3.1	Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the **PCC**.
	3.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
	3.3	A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
4. **Governing Law**	4.1	The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
5. Governing Language	5.1	The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or *Bangla*. 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, such translation shall govern.
	5.2	The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
6. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	6.1	The Government, and the Development Partner, if applicable, requires that the Procuring Entity as well as the Tenderers and Contractors (including sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.

	6.2	For the purpose of GCC Sub Clause 6.2 the terms set forth below as follows– (a) "Corrupt practice" means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Procuring Entity or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Procuring Entity in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Procuring Entity. It shall also include any involvement of the Procuring Entity or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in this Rule; (b) "Fraudulent practice" means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution; (c) "Collusive practice" means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Procuring Entity or any of its employees, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Procuring Entity the benefits of competitive price arising from genuine and open competition; (d) "Coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders (e) "Obstructive practice" means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related

		investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the *Bangladesh Public Procurement Authority Act, 2023.*
	6.3	Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 41 shall apply as if such expulsion had been made under Sub-Clause 41.1 (Termination for Default).
	6.4	If corrupt, fraudulent, collusive, coercive or obstructive practice of any kind, determined by the Procuring Entity or the Development Partner (if applicable) against the Supplier alleged to have carried out such practices, the Procuring Entity and/or the Development Partner shall; (a) exclude the Supplier from further participation in the particular Procurement proceeding; or (b) declare, at its discretion, the Supplier to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
	6.5	The Supplier shall be aware of the provisions on corruption, fraudulence, collusion, coercion and of the Public Procurement Act, 2006, the Public Procurement Rules, 2025 and in case of Development Partner financed contract, the Procurement Guidelines of the Development Partner.
	6.6	The signed copy of **Form e-PG3D-9** Letter of Acceptance of the Development Partner's Anticorruption Guidelines and Sanctions Framework shall be part of the contract.
	6.7	The Supplier (including its manufacturers, sub-contractors, agents, personnel, consultants and service providers) shall

		permit the Government and/or the Development Partner to inspect the Supplier's accounts and records and other documents relating to the submission of Tender and contract performance, and to have them audited by auditors appointed by the Government and/or the Development Partner, if so required.
7. Documents Forming the Contract and Priority of Documents	7.1	The following documents forming the Contract shall be in the following order of precedence, namely: (a) The signed Contract Agreement; (b) The Notification of Award; (c) The Completed Tender; (d) Particular Conditions of Contract; (e) General Conditions of Contract; (f) Technical Specifications; (g) Drawings; (h) Priced Schedule and Schedule of Requirements; (i) DP's Special Instruction and Document; and (j) Other Documents including correspondences listed in the **PCC** forming part of the Contract.
8. Scope of Supply	8.1	Subject to the **PCC,** the Goods and related services to be supplied shall be as specified in **Price Schedule.**
	8.2	Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the Goods and related services as if such items were expressly mentioned in the Contract Agreement.
9. Assignment	9.1	The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the Procuring Entity's prior written consent.
10. Eligibility	10.1	The Supplier and its Subcontractor(s) shall have the nationality of a country other than that specified in the **PCC.**
	10.2	All Goods and related services to be supplied under the Contract shall have their origin in the countries except any specified in the **PCC**.

11. Gratuities / Agency fees	11.1	No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or in the Contract, have been given or received in connection with the procurement process or in the Contract execution.
12. Confidential Details	12.1	The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	12.2	Any document, other than this Contract itself, enumerated in GCC Clause 12.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.
13. Trademark, Patent and Intellectual Property Rights	13.1	The Procuring Entity should not be liable for any infringement of intellectual property rights arising from use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must indemnify and hold the Procuring Entity free and harmless against such claims and shall not be in contravention of Trademark Act, 2009 and Patent and Design Act, 1911.
14. Copyright	14.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
15. Subcontracting	15.1	Any subcontracting arrangements made during contract implementation and not disclosed at the time of the Tendering shall not be allowed.
	15.2	Subcontracting of any portion of the Goods shall not relieve the Supplier from any liability or obligations that may arise from its performance.
	15.3	Supplier shall retain full responsibility for the contract and cannot pass any contractual obligations to the Subcontractor and under no circumstances assignment of the contract to the Subcontractor be allowed.

	15.4	Subcontractors shall comply with the provisions of GCC Clause 6 and 10.
16. Suppliers Responsibilities	16.1	The Supplier shall supply all the Goods specified in the Scope of Supply as stated under GCC Clause 8 and the Delivery and Completion schedule, as stated under GCC Clauses 21 and 22 in conformity with the provisions of the Contract Agreement.
17. Procuring Entities Responsibilities	17.1	Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals and other license from local public authorities, the Procuring Entity may, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. However, the supplier shall bear the costs of such permits and/or licenses.
	17.2	The Procuring Entity shall pay the Supplier, in consideration of the provision of Goods, the Contract Price under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
18. Issue change order, Order for Additional Delivery	18.1	The Procuring Entity may at any time order the Supplier through notice in accordance with GCC Clause 3, to make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where goods to be delivered under the Contract are to be specifically manufactured for the Procuring Entity; (b) the method of packing; (c) the place(s) of delivery of goods and related services; and (d) the related services to be provided by the Supplier.
	18.2	The Procuring Entity may, in exceptional circumstances, issue additional delivery order where the items already been procured through competitive method of an additional quantity within warranty period provided that prices are still the most advantageous to the Procuring Entity after price verification.
	18.3	The Supplier shall, under no circumstances, proceed to commence the delivery of Goods under GCC Sub Clause 18.1 and 18.2 unless it has been approved by the **Approving Authority** or authority next higher, as appropriate.
19. Order for Additional Delivery	19.1	If any change under GCC Sub Clause 18.1 causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, as applicable.

20. Packing and Documents	20.1	The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract and in accordance with existing industry standards. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	20.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Sub Clause 20.1, including additional requirements, if any, specified in the **PCC**, and in any subsequent instructions ordered by the Procuring Entity.
	20.3	The outer packaging must contain a "Packing List" which must reflect the actual contents of the package.
21. Delivery and Documents	21.1	Subject to GCC Clause 18, the delivery of the Goods and completion of the related services shall be in accordance with the Delivery and Completion Schedule specified in the Price Schedule. The documents to be furnished by the Supplier shall be specified in the **PCC.**
22. Acceptance	22.1	Acceptance by the Procuring Entity shall be processed not later than fourteen (14) working days from receipt of the goods at final destination in the form of an Acceptance Certificate as per **Format e-PG3D-D**, unless any defects in the supply, any damage during transportation or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier as stated under GCC Clause 30 and 31. 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 under GCC Clause 30 and GCC Clause 31.
	22.2	Technical Examination and Acceptance Committee (TEAC), constituted by the Procuring Entity, shall commence the inspection, examination and acceptance process within twenty-four (24) hours from delivery of the goods, and complete the same as soon as practicable.
23. Contract Price	23.1	The Contract Price shall be as specified in the **PCC** 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 price as stated under GCC Sub Clause 23.1, with the exception

		of any change in price resulting from a Variation Order or Order for Additional Delivery issued under GCC Clause 18 and 19.
24. Transportation	24.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Price Schedule defined as the Site, transport to such place of destination, including insurance, other incidental costs, and temporary storage, if any.
25. Terms of Payment	25.1	The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the **PCC**.
	25.2	The Supplier's request for payment shall be made to the Procuring Entity accompanied by an invoice describing, as appropriate, the Goods delivered and related services performed, and accompanied by the documents as stated under GCC Clause 21 and 22 and upon fulfilment of any other obligations stipulated in the Contract Agreement.
	25.3	Payments shall be made promptly by the Procuring Entity, but in no case later than the days indicated in the **PCC** after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
	25.4	Payments due to the Supplier under this Contract shall be made in Bangladesh Taka (BDT) Currency.
	25.5	In the event that the Procuring Entity fails to pay the Supplier any payment by its respective due date or within the period as stated under GCC Sub Clause 25.3, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate specified in the **PCC**, for the period of delay until payment has been made in full.
26. Insurance	26.1	The Goods supplied under this Contract shall be fully insured by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery until their acceptance by the Procuring Entity.
27. Taxes and Duties	27.1	The Supplier shall be entirely responsible for all applicable taxes, custom duties, VAT and other levies imposed or incurred inside or outside Bangladesh.
	27.2	In the event that the rate of any direct or indirect tax (including, but not limited to, income tax, VAT, customs duties, etc.) is altered by virtue of any law, regulation, order, or other legal instrument, the Contract Price shall, subject to the approval of the Head of the Procuring Entity, be adjusted (either upward or downward) so as to ensure that the net amount payable to the Supplier remains unaffected by such legal changes.

28. Performance Security	28.1	The Procuring Entity shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
	28.2	The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more. (a) The Supplier is in breach of the Contract and the Procuring Entity has duly notified him or her; and (b) The Supplier has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.
	28.3	In the event as stated under GCC Sub Clause 28.2, the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Procuring Entity may call the full amount of the security.
	28.4	If there is no reason to call the security, the security shall be discharged by the Procuring Entity and returned to the Supplier not later than seven (7) days following the date of making the final payment to the Supplier under the Contract and subject to the issuance of the Acceptance Certificate by the Procuring Entity,
29. Retention Money	29.1	The Procuring Entity shall retain an amount from the payable amount due to the Supplier at the percentage specified in the **PCC** until successful expiration of the Warranty period as mentioned in GCC Sub Clause 32.3.
	29.2	The Retention Money shall only be released after the expiry of the Warranty Period pursuant to GCC Clause 32, provided that the Goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met. (a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect. i. For example, a ball pen that does not write is patently defective. (b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is "hidden" or one that is not immediately determinable. ii. For example, a ball pen that writes 0.75 km instead of the expected 1.5 km, has a latent defect.
	29.3	If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 32.7, the Procuring Entity may proceed to call upon the security without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law

30. Specifications and Standards	30.1	The Goods supplied under this Contract shall conform to the technical specifications and standards mentioned in Technical Specifications and Compliance of Goods and related Services (**Form e-PG3D-5**) and in Section 6, Drawings, if any.
	30.2	If there is no applicable standard, the Goods must conform to the authoritative standards appropriate to the Good's country of origin. Such standards must be the latest issued by the concerned institution.
	30.3	Subject to the GCC Clause 18, the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
	30.4	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specification. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated under GCC Clause 18.
31. Inspections, Examinations and Tests	31.1	The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. The **PCC** and Technical specifications shall specify what tests the Procuring Entity requires and where they are to be conducted. The Supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests of the Goods as are specified in the Contract.
	31.2	The Supplier shall provide the Procuring Entity with a report of the results of any such test.
	31.3	The Procuring Entity may engage external agents for the purpose of conducting inspection of Goods, provided that the Procuring Entity shall bear all of its costs and expenses.
	31.4	The Procuring Entity or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 30.1, provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance.
	31.5	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
	31.6	The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract, but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection

		shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery and Completion Schedule and the other obligations so affected.
	31.7	The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice under GCC Sub Clause 31.5.
	31.8	The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report as stated under GCC Sub Clause 31.2, shall relieve the Supplier from any warranties or other obligations under the Contract.
32. Warranty	32.1	The Supplier warrants that all the Goods supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the design and/or material required by the Procuring Entity provides otherwise under GCC Clause 18.
	32.2	The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bangladesh.
	32.3	In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or such other period as may be specified in the **PCC**.
	32.4	The Warranty Period of the Supplies shall start 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
	32.5	The Warranty Periods may vary among the various items and lots. The warranty for Goods delivered earlier will expire earlier than the succeeding deliveries.
	32.6	The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
	32.7	Upon receipt of such notice, the Supplier shall, within the period specified in the **PCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

33. Extension of Delivery and Completion Schedule	33.1	The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the **TDS.**
	33.2	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 as stated under GCC Clause 21 and GCC Sub Clause 33.1, the Supplier shall promptly notify the Procuring Entity in writing. It must state therein the cause/s and duration of the expected delay. The Procuring Entity shall decide whether and by how much to extend the time. In all cases, the request for extension shall be submitted before the lapse of the original delivery date.
	33.3	Within twenty-one (21) days of receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may grant time extensions, if based on justifiable grounds, without liquidated damages.
	33.4	The Procuring may extend up to thirty percent (30%) of the original contract time. above 30% of the original contract time as mentioned in GCC Sub Clause 33.1 .
	33.5	In the case an extension of the original delivery schedule required under GCC Sub Clause 33.1 is or will be more than thirty (30) percent but not beyond one hundred (100) percent additional to the original Contract time, approval of the Head of the Procuring Entity or an officer authorized by him or her for the same shall be required.
	33.6	In exceptional cases, where an extension of the original contract time required under GCC Sub Clause 33.1 is or will be more than one hundred (100) percent of the original Contract time, approval of the Secretary of the concerned ministry or division for the same shall be required.
	33.7	Except in 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 the Delivery and Completion Schedule is agreed upon, pursuant to GCC Clause 33.
34. Liquidated Damages	34.1	Except as provided under GCC Sub Clause 38, if the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule under GCC Clause 33, the Procuring Entity shall, as Liquidated Damages or Delay Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value or part thereof delivered after the Delivery and Completion Schedule or as extended. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated damages from payments due to the Supplier. Payment of Liquidated damages shall not affect the Supplier's

		liabilities.
35. Limitation of Liability	35.1	Except in cases of criminal negligence or wilful misconduct, (a) the Supplier shall not be liable to the Procuring Entity, 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 Procuring Entity; and (b) the aggregate liability of the Supplier to the Procuring Entity, 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 Procuring Entity with respect to patent infringement.
36. Adjustment for Changes in Legislation	36.1	Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the adjustment of Contract Price where applicable, under GCC Clause 23.
37. Force Majeure	37.1	Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below: (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war; (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel; (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as

		may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and (v) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity; (vi) freight embargoes; (vii) acts of the Government in its sovereign capacity.
	37.2	The Head of Procuring Entity decides the existence of a Force Majeure that will be the basis of the issuance of order for suspension of Supply as stated under GCC Sub Clause 40.2.
38. Notice of Force Majeure	38.1	If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice within fourteen (14) days after the party became aware, to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented.
	38.2	Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
39. Duty to Minimise Delay	39.1	Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.
	39.2	A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.
40. Consequences of Force Majeure	40.1	The Supplier shall not be liable for forfeiture of its security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure
	40.2	The Procuring Entity may suspend the delivery or contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary due to Force Majeure as defined in the Contract.
	40.3	Delivery shall be made either upon the lifting or the expiration of the suspension order. However, if the Procuring Entity terminates the contract as stated under GCC Clause 40, resumption of delivery cannot be done.
	40.4	After receiving notice under GCC Sub Clause 37.1, the Procuring Entity shall proceed to determine these matters under the provisions of the Contract.

41. Termination for Default	41.1	The Procuring Entity, without prejudice to any other remedy for fundamental breach of Contract, by giving fourteen (14) days written notice of default sent to the Supplier, may terminate the Contract in whole or in part if any of the following events (but not limited to) occurs: i. the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33; or ii. the Supplier does not maintain a Security, which is required; or iii. the Supplier fails to perform any other obligation under the Contract; or iv. the Supplier, in the judgement of the Procuring Entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practice as defined in GCC Clause 6, in competing for or in executing the Contract; or v. the deductible amount due to Liquidated Damages reaches its maximum as stated under GCC Sub Clause 34 vi. the Supplier has assigned any subcontractor for any part or the full of scope under this contract after the contract has been signed.
	41.2	If any of the events pointed out under GCC Sub Clause 41.1 or any such event that is not listed in that clause but can be deemed as a fundamental breach of a contract happens, the affected party shall notify (first notice- Notice of Default) the defaulted party of such event and its intention to terminate the contract making reference(s) to the relevant GCC Clauses and ask the defaulted party the reason why the affected party will not terminate the contract with a 21-day timeline from the issuance of the first notice to provide any clarification.
	41.3	If the Procuring Entity receives a reasonable clarification on the breaching event from the Supplier or the Supplier attempts and accomplishes any remedial action to mitigate the breach event, the Procuring Entity may affirm the contract without limiting its right to terminate the contract for any other fundamental breach by the Supplier.
	41.4	If the Procuring Entity does not receive any response or receive an unacceptable clarification on the breach event, it may terminate the contract mentioning an immediate effective date through a final notice.
	41.5	The final notice (Notice of Termination) will be issued by the Procuring Entity getting approval from the Head of the Procuring Entity and the Supplier shall not perform any activity after issuance of that notice.

	41.6	The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.
	41.7	In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 41.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs as mentioned in the **PCC** for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.
42. Termination for Insolvency	42.1	The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.
43. Termination for Convenience	43.1	The Procuring Entity, by giving twenty-one (21) days written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring Entity's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
	43.2	The Goods that have been delivered and/or performed or are ready for delivery or performance within twenty-one (21) days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect: (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier
	43.3	The expiration of the Delivery and Completion Schedule, initiation of amicable settlement of disputes, adjudication and arbitral proceedings under the set terms and conditions shall not be deemed a termination of the contract.

44. Amendment to Contract	44.1	The amendment to Contract shall generally include equitable adjustments in original Contract price, Delivery and Completion Schedule and, any other changes acceptable under the conditions of the Contract.
	44.2	The Procuring Entity shall amend the Contract, incorporating the changes approved in accordance with the Delegation of Financial Power or sub-delegation thereof and, introduced to the original terms and conditions of the Contract.
45. Settlement of Disputes	45.1	<u>Amicable Settlement:</u> The Procuring Entity and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
	45.2	<u>Adjudication</u> (a) If the Supplier /Procuring Entity believe that amicable settlement of dispute is not possible between the two parties, the dispute shall be referred to the Adjudicator within fourteen (14) days of first written correspondence on the matter of disagreement; (b) The Adjudicator named in the **PCC** is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the **PCC** shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party; (c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it; (d) The Supplier shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the Procuring Entity shall reimburse half of these fees through the regular progress payments; (e) Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Supplier. In case of disagreement between the Procuring Entity and the Supplier the Adjudicator shall be designated by the Appointing Authority designated in the **PCC** at the request of

		either party, within fourteen (14) days of receipt of a request from either Party.
	45.3	<u>Arbitration</u> (a) If the Parties are unable to reach a settlement under GCC Clause 45.1 or 45.2 within twenty-eight (28) days of the first written correspondence on the matter of disagreement or within twenty-eight (28) days of the date of decision made by the Adjudicator as per GCC Sub Clause 45.2(c), then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 45.3(b); (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the **PCC**.

Section 4. Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.	
GCC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
GCC 1.1(p)	The Procuring Entity is *[insert complete name of the Procuring Entity]*.
GCC 1.1(u)	The site(s)/ point(s) of delivery is/are: *[insert name(s) and detailed information on the location(s) of the site(s)]*
GCC 3.1	For **notices**, the Procuring Entity's contact details shall be: Attention: Address: Telephone: Facsimile number: Electronic mail address:
	For **notices**, the Supplier's contact details shall be: Attention: Address: Telephone: Facsimile number: Electronic mail address:
GCC 7.1(j)	The following documents shall also be part of the Contract: [insert the name of the documents]
GCC 8.1	The Scope of Supply shall be defined in …….
GCC 10.1	The Supplier or the Subcontractor that is a national of, or registered in, the following countries are not eligible: [state countries, if applicable]
GCC 10.2	Goods and related services to be supplied shall not have their origin in the following countries: *[state countries, if applicable]*
GCC 20.2	The packing, marking and documentation inside and outside the packages shall be: [insert in detail the type of packing required, the markings in the packing and all documentation required]

	The outer packing may be clearly marked on at least four slides as follows: Name and address of Procuring Entity Name of the Supplier Contract Description Final Destination/Delivery Point Gross weight Package number of total number of packages Brief description of the content Any special lifting instructions Any special handling instructions *[The above requirements should be reviewed by the Procuring Entity on a case-by-case basis, with amendments being made as necessary.]*
GCC 21.1	The documents to be furnished by the Supplier shall be as follows: *[insert the detail requirements of documents]* The documents to be furnished by the Supplier as follows: a. Copies of Supplier's invoice showing goods' description, quantity, unit price, total amount; b. Manufacturer's/ Supplier's warranty certificate (if any); c. Inspection certificate issued by the nominated inspection agency (or Procuring Entity) and/ or the Supplier's factory inspection report (if any); d. Certificate of origin, if any. *[The above requirements should be reviewed by the Procuring Entity on a case-by-case basis, with amendments being made as necessary.]*
GCC 23.1	The original Contract price is:
GCC 25.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	Advance Amount Percentage: Days to Complete Advance Payment:

	On Delivery and Acceptance Percentage: On Delivery and Acceptance Due Date supported by the Acceptance Certificate issued by the PE:
GCC 25.3	Payments shall be made in no case later than the days …….. after submission of an invoice or request for payment by the Supplier, and after the Procuring Entity has accepted it.
GCC 25.5	Payment-delay period: Payment-delay percentage:
GCC 29.1	Retention Money : …… Performance Security : ……
GCC 31.1	The inspections and tests shall be :[insert type of test, time, place, procedures for carrying out the inspections and tests Goods: Type of test: Time or milestone: Place: Procedure:
GCC 32.3	The Warranty Period shall be …… months.
GCC 32.7	The Supplier shall correct any defects covered by the warranty within …….. days of being notified by the Procuring Entity of the occurrence of such defects.
GCC 34.1	Liquidated Damages for the uncompleted Works or any part per day of delay (%):
	The maximum amount of Liquidated Damages (%):

GCC 41.7	The percentage to apply to the contract value of the supply not completed, representing the PE's additional cost for completing the incomplete Supply, is …….. percent.
GCC 45.2(b)	Adjudicator Name: Fees: The name of the appointing authority of the Adjudicator:
GCC 45.2(e)	In case of disagreement between the parties, the Appointing Authority for the Adjudicator is …….
GCC 45.3(b)	The arbitration shall be conducted in the place mentioned below; [The arbitration shall be conducted in the place: ……..

Section 5. Tender and Contract Forms

Form	Title
	Tender Forms
e-PG3D-1	Tender Submission Letter
e-PG3D-2	Tenderer Information
e-PG3D-3	Subcontractor Information (*if applicable*)
e-PG3D-4A	Price Schedule for Goods
e-PG3D-4B	Price Schedule for Related Services
e-PG3D-5	Specifications Submission and Compliance Sheet
e-PG3D-6	Manufacturer's Authorisation Letter
e-PG3D-7	Bank Guarantee for Tender Security (*when this option is chosen*)
e-PG3D-8	Bank's Letter of Commitment for Line of Credit (*when this option is chosen*)
e-PG3D-9	Letter of Acceptance of the Development Partner's Anticorruption Guidelines and Sanctions Framework
	Contract Forms
e-PG3D-10	Notification of Award
e-PG3D-11	Contract Agreement
e-PG3D-12	Bank Guarantee for Performance Security (*when this option is chosen*)
e-PG3D-13	Bank Guarantee for Advance Payment (*if applicable*)
e-PG3D-14	*Contract Amendment*

Forms e-PG3D-1 to e-PG3D-8 are the contents of the Tender Forms and should be completed as stated in ITT Clauses 23.

Forms e-PG3D-9 to e-PG3D-13 are the contents of the Contract Forms as stated in GCC Clause 6.

Tender Submission Letter (Form e-PG3D-1)

[This format shall be completed and signed by the Tenderer or his/her Authorised Signatory, without alterations, on the Letter-head pad of the Tenderer]

We, the undersigned, tender to execute in conformity with the e-Tender Document

In accordance with ITT Sub Clauses 23, the discount shall be equally applicable on all the items of Price Schedule within each lot.

In signing this letter, in the form of e-Signature/Digital Signature (by clicking on a Final Submission button, Tenderer is signing this e-tender submission document), and in submitting our Tender, we also confirm that:

(a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 28.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) a Tender Security is submitted in e-GP System through e-GP Registered Bank in the amount stated in the Tender Data Sheet (ITT Clause 30) and valid for a period of twenty-eight (28) days beyond the Tender Validity date;

(c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated and, in the amount, stated in the Tender Data Sheet (ITT Clause 61) and in the form specified in the Tender Data Sheet (ITT Clause 62) valid for a period of twenty-eight (28) days beyond the date of completion of our performance obligations;

(d) we have examined and have no reservations to the Tender Document including Addendum issued in accordance with the Instructions to Tenderers (ITT Clause 11)*;*

(e) we, including as applicable, Subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Sub Clause 5.1;

(f) we are submitting this Tender as a sole Tenderer;

(g) we declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents in accordance with ITT Sub Clause 5.6;

(h) we, including as applicable Subcontractor for any part of the contract resulting from this Tender process, have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with ITT Sub Clause 5.7;

(i) furthermore, we are aware of ITT Clause 4 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;

(j) we intend to subcontract an activity or part of the Goods, in accordance with ITT Clause 15.1;

(k) we confirm that we are not currently suspended or debarred in connection with ITT Clause 5.8,

(l) we are not participating as Tenderer in more than one Tender in this Tendering process. 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;

(m) we confirm that currently we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT Sub Clause 5.9;

(n) we, including confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the relevant national laws and regulations of Bangladesh in accordance with ITT Sub Clause 5.5;

(o) we understand that you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderer, in accordance with ITT Clause 55.

(p) The total price of our Tender is mentioned in the Grand summary as auto-generated by the e-GP system.

This submission letter will be Electronically signed by [name of the authorized person] on behalf of [name of Tenderer] when you select "I agree" and click the "Submit" Button.

Tenderer Information (Form e-PG3D-2)

[This format shall be completed and signed by the Tenderer or his/her Authorised Signatory, without alterations, on the Letter-head pad of the Tenderer]

1.	Eligibility Information of the Tenderer [ITT –Clauses 5 & 25]	
1.1	Nationality of individual or country of registration	
1.2	Tenderer's legal title	
1.3	Tenderer's registered address	
1.4	Tenderer's legal status *[complete the relevant box]*	
	Proprietorship (Please mention name and NID of the proprietor)	
	Partnership (Please mention name and NID of the partners)	
	Limited Liability Concern (Please mention name and NID of CEO or MD and the Directors (members of Board of Directors) and/ or Shareholders (at least 10% shares) of the concern)	
	Government-owned Enterprise	
	Others [please describe, if applicable]	
1.5	Tenderer's year of registration	
1.6	Tenderer's authorised representative details	
	Name	
	National ID number	
	Address	
	Telephone / Fax numbers	
	e-mail address	
1.7	Litigation [ITT Sub Cause 14.1(a)]	
	A. No pending litigation ☐ [if no pending litigation put Tick Mark in Box]	
	B. Pending litigation	

	Month/ Year	Matter in dispute	Value of Pending Claim in Taka	

1.8	Tenderer to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 29]
The following two information are applicable for National Tenderers		
1.9	Tenderer's Value Added Tax Registration (VAT) Number	
1.10	Tenderer's Tax Identification Number (TIN)	
[The foreign Tenderers, in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]		
2.	Qualification Information of the Tenderer [ITT Clause 27]	
2.1	General Experience in the Supply of Goods [State years of experience]	
2.2	Specific Experience of satisfactory completion of supply of similar Goods	

	Contract No Name of Contract	[insert reference no] of [insert year] [insert name]		
	Role in Contract *[tick relevant box].*	Prime Supplier	Subcontractor	Management Supplier
	Award date Completion date Total Contract Value	[insert date] [insert date] [insert amount]		
	Procuring Entity's Name Address Tel e-mail Brief description with justifications of the similarity compared to the Procuring Entity's requirements	[state justification in support of its similarity compared to the proposed supply]		

2.3	Supply and/or production capacity of Goods are:		
	Year	Quantity	Type of Goods

2.4	Liquid assets available [ITT Sub Clause 14.1(b)]		
	No	Source of Financing	Amount Available
In order to confirm the above statements, the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 27.1(3)			
2.5	Contact Details [ITT Sub Clause 27.1 (g)]		
	Name, address, and other contact details of Tenderer Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity		

Subcontractor Information Form (Form e-PG3D-3)

[This Form should be completed and signed by each Subcontractor, without alterations, preferably on its Letter-Head Pad]

1.	Eligibility Information of the Subcontractor [*ITT –Clauses 5 & 25]*	
1.1	Nationality of Individual or country of Registration	
1.2	Subcontractor's legal title	
1.3	Subcontractor's registered address	
1.4	Subcontractor's legal status *[complete the relevant box]*	
	Proprietorship (Please mention name and NID of the proprietor)	
	Partnership (Please mention name and NID of the partners)	
	Limited Liability Concern (Please mention name and NID of CEO or MD and the Directors (members of Board of Directors) and/ or Shareholders (at least 10% shares) of the concern)	
	Government-owned Enterprise	
1.5	Subcontractor's year of registration	
1.6	Subcontractor's authorised representative details	
	Name	
	Address	
	Telephone numbers	
	e-mail address	
1.7	Subcontractor to attach copies of the following original documents	All documents to the extent relevant to ITT Clause 5 and 25 in support of its qualifications
The following two information are applicable for national Subcontractors		
1.8	Subcontractor's Value Added Tax Registration (VAT) Number	
1.9	Subcontractor's Tax Identification Number (TIN)	

[The foreign Subcontractors, in accordance with ITT sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]			
2. Key Activity(ies) for which it is intended to be Subcontracted [ITT Sub Clause 15.1]			
2.1	Elements of Activity	Brief description of Activity	
2.2	List of Similar Contracts in which the proposed Subcontractor had been engaged		
	Name of Contract and Year of Execution		
	Value of Contract		
	Name of Procuring Entity		
	Contact Person and contact details		
	Type of Work performed		

Price Schedule for Goods (Form e-PG3D-4A)

A: PRICE OF GOODS (Including Spare Parts, if any) AND DELIVERY SCHEDULE

1	2	3	3	4	5	6	7	8
Item No .	Description Of Item	(a)Country of Origin, (b)Country of Manufacturing	Unit of Measurement	Qty Of units Required	Unit price	Total price (col. 4 × 5)	Point of Delivery as per Schedule of Requirement	Delivery Period Offered as per Schedule of Requirement
		(Note 1)			(Note 2)		(Note 3)	

Note 1*: Country of Origin shall indicate the country of patent registration i.e. the country where the goods are deemed to have originated for trade.*

Note 2: *All unit rates and prices quoted by the Tenderers against each basic item or activity shall include the Tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges and premiums for banking and insurances, as applicable and shall be the delivered price in final destination or at point of delivery and, thus forth the total Tender Price quoted by the Tenderers*

Note 3*: Tenderer will complete these columns as appropriate following the details specified in Price Schedule.*

Price Schedule for Related Services (Form e-PG3D-4B)

B: PRICE OF RELATED SERVICES (Including Incidental services, if any) AND COMPLETION SCHEDULE

1	2	3	3	4	5	6	7	
Item N° .	Description Of Item	Country of Origin	Unit of Measurement	Qty Of units Required	Unit price	Total price (col. 4 × 5)	Point of Completion as per Schedule of Requirement	Completion Schedule Offered as per Schedule of Requirement
					(Note1)		(Note2)	

Note 1: *All unit rates and prices quoted by the Tenderers against each basic item or activity shall include the Tenderer's profit, overheads, VAT and all other charges including corresponding incidental service charges and premiums for banking and insurances, as applicable, and shall be the delivered price in final destination or at point of delivery and, thus forth the total Tender Price quoted by the Tenderers.*

Note 2: *Tenderers will complete these columns as appropriate following the details specified in Price Schedule*

Specifications Submission and Compliance Sheet (Form e-PG3D-5)

Item No.	Name of Goods or Related Service	Country of Origin	Make and Model (*when applicable)*	Full Technical Specifications and Standards
1	**2**	3	4	5
	FOR GOODS			Note 1
	FOR RELATED SERVICES			

[The Tenderer should complete all the columns as required]

Manufacturer's Authorisation Letter (Form e-PG3D- 6)

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

[The Tenderer shall include it in its Tender, if so indicated in the ***TDS as stated under ITT Sub Clause 27.1 (f)]***

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No(*when applicable*):	
To: [Name and address of Procuring Entity]	

WHEREAS

We *[insert complete name of Manufacturer],*

who are official manufacturers of *[insert type of goods manufactured],* having factories at *[insert full address of Manufacturer's factories]*, do hereby

authorize *[insert complete name of Tenderer]* to supply the following Goods, manufactured by us *[insert name and or brief description of the Goods]*.

We hereby extend our full guarantee and warranty as stated under GCC Clause 32 of the General Conditions of Contract, with respect to the Goods offered by the above Tenderer.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Address: *[insert full address including Fax and e-mail]*
Title: *[insert title]*

Date: *[insert date of signing]*

Bank Guarantee for Tender Security (Form e-PG3D-7)

[This is the format for the Tender Security to be issued by any scheduled Bank of Bangladesh without alteration, in accordance with ITT Clause 30 & 31]

Invitation for Tender No: Date:

Tender Package No:

Lot No (*when applicable*)
To:

[Name and address of the Procuring Entity]

TENDER GUARANTEE No: [insert number**]**

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]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tender must be supported by a Bank Guarantee for Tender Security.

At the request of the Tenderer, we *[name of Bank]* hereby irrevocably unconditionally 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 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. failed to furnish Performance Security within the period stipulated in the NOA; or
b. refused to sign the Contract Agreement by the time specified in the NOA; or
c. involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.

This guarantee will expire

(a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT; or
(b) if the Tenderer is not the successful Tenderer, twenty-eight (28) days after the expiration of the Tenderer's Tender Validity period, being *[date of expiration of the Tender Validity plus twenty-eight (28) days].*

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

Signature Signature

Letter of Commitment for Bank's Undertaking for Line of Credit (Form e-PG3D-8)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh, without alterations, in accordance with ITT Clause 27.1(e).]

Invitation for Tender No: Date:

Tender Package No:

Lot No (*when applicable*)
To:

[*Name and address of the Procuring Entity*]

CREDIT COMMITTMENT No: [insert number]

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the execution of the Supply of *[description of Goods]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tenderer's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Tenderer, we *[name and address of the Bank]* do hereby agree and undertake that [*name and address of the Tenderer*] will be provided by us with a revolving line of credit, in case awarded the Contract, for the delivery of Goods viz.[*insert name of Goods*], for an amount not less than BDT[*in figure*] (*in words*) for the sole purpose of the execution of the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "Acceptance Certificate" by the Procuring Entity.

In witness whereof, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature Signature

Letter of Acceptance of the Tenderer of the Development Partner's Anticorruption Guidelines and Sanctions Framework (Form e-PG3D-9)

[The PE Shall attach respective DP's Anticorruption Guidelines and Sanctions Framework as well]

Invitation for Tender No: Date:

Tender Package No: Lot No (*when applicable*)

To:

[*Name and address of the Procuring Entity*]

I/We, the authorised signatory of the firm titled [*Insert Name and Address of the firm*], do hereby accept all the provisions of [*Insert name of DP's Anticorruption Guidelines or similar document]* in connection with this tender as well as the possible contract to be awarded. I/We also accept that the Development Partner (and/or the Procuring Entity) may act according to the aforesaid guidelines in case of any non-compliance.

(Signature)

Date: *Name, designation, address and NID*

Notification of Award (Form e-PG3D-10)

Reference No: Date:

To:
[Name of the successful tenderer]

This is to notify you that your Tender dated [*insert date*] for the supply of the Goods for [*name of Contract*] for the Contract Price of BDT [*state amount in figures and in words*] as evaluated in accordance with the Instructions to Tenderers, has been approved by the competent authority.
You are, thus, requested to take following actions:

i. furnish a Performance Security in the specified format and in the amount of Tk [*state amount in figures and words*], within [mention number of days as per Rule 123(7)] working days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITT Clause No 66;

ii. sign the Contract within [*mention number of days* as per Rule 123(11)] days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITT Clause 68.

You may proceed with the supply of the Goods only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract which shall become binding upon you.

We attach the draft Contract and all other documents for your perusal and signature.

Signed
Duly authorized to sign for and or behalf of
[name of Procuring Entity]
Date:

Contract Agreement (Form e-PG3D-11)

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

WHEREAS the Procuring Entity invited Tenders for certain goods and related services, viz, *[brief description of goods]* and has accepted a Tender by the Supplier for the execution of those Goods 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 Contract Agreement
   (b) the Notification of Award
   (c) the completed Tender and the Appendix to the Tender
   (d) the Particular Conditions of Contract
   (e) the General Conditions of Contract
   (f) the Technical Specifications
   (g) the General Specifications
   (h) the Drawings
   (i) the priced BOQ and the Schedules
   (j) any other document listed in the **PCC** forming part of the Contract.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and to remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the execution and completion of the Goods 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 Procuring Entity	For the Supplier
Signature		
Name		
National ID No. Title		
In the presence of Name		
Address		

Bank Guarantee for Performance Security (Form e-PG3D-12)

[This is the format for the Performance Security to be issued by any scheduled Bank of Bangladesh, without alteration, in accordance with ITT Clause 61]

Contract No: [insert reference number] Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: [insert number]

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called "the Contract"), the execution of Goods *[description of Goods]* under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

At the request of the Supplier, we *[name of Bank]* hereby irrevocably unconditionally 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 e-PG3D-13)

[This is the format for the Advance Payment Guarantee to be issued by any scheduled Bank of Bangladesh, without alteration, in accordance with GCC Clause 25]

Contract No: [insert reference number] Date: [insert date]

To:

[insert Name and address of the Procuring Entity]

ADVANCE PAYMENT GUARANTEE No: [insert number]

We have been informed that *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called "the Contract"), the execution of Goods *[description of Goods]* under the Contract.

Furthermore, we understand that, according to your Conditions of Contract under GCC Clause 25, the Advance Payment on Contract must be supported by a Bank Guarantee.

At the request of the Supplier, we *[insert name of Bank]* hereby irrevocably unconditionally 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 Procuring Entity 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 *[insert 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

Contract Amendment (Form e-PG3D-14)

[Insert Full Contact Details of the Procuring Entity]

CONTRACT AMENDMENT

Contract No.	
Amendment No.	
Approval Reference No.	

Contract No. [insert number/year] by and between the [insert Procuring Entity's name] and [insert Supplier's legal title] for the contract named [insert name of the Goods] is amended as follows:

1. GCC Clause [insert clause no], is hereby revised as _____
_____
_____

2. GCC Clause [insert clause no], is hereby revised as _____
_____
_____

and so on.

The effective date of this Amendment is [insert effective date] or upon execution whichever is later.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT

THIS AMENDMENT, consisting of [insert number] page(s) and [insert number] attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Procuring Entity and the Supplier have signed this Amendment.

[Supplier's Authorized Signatory]	[Procuring Entity's Authorized Signatory]
_____	_____
Signature	Signature
_____	_____
Title Date	Title Date

Section 6. 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.]

Section 7. DP's Special Instructions and Documents

Notes on DP's Special Instructions and Documents

Insert here Development Partner's Anticorruption Guidelines and Sanctions Framework documents and any other relevant documents if applicable

Annexures: Formats

Format	Title
Format e-PG3D-A	Invitation for Tender (IFT)
Format e-PG3D-B	Reporting Contract Award
Format e-PG3D-C	Public Reporting on Contract Signing
Format e-PG3D-D	Acceptance Certificate

Format: e-PG3D-A: Invitation for Tenders (IFT)

*The **Invitation for Tenders (IFT)** is a copy of the standard format as appears on the website and used for published advertisement that provides relevant and essential information to help Tenderers to decide whether or not to participate in the particular Tender. This is provided in the Tender Document for information only. This should not be included in the FINAL DOCUMENT.*

Invitation for Tenders

[This is the website format and as used for published advertisement.
It is not part of the Tender Document and included in this Document for information only]

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH					
1	Ministry/Division	< select >			V
2	Agency	< select >			V
3	Procuring Entity Name	< type in name >			
4	Procuring Entity Code	Not used at present			
5	Procuring Entity District	< select >		V	
6	Invitation for	< select > V	< select >	V	< select > V
7	Invitation Ref No	< type in name >			
8	Date	< select >		V	
KEY INFORMATION					
9	Procurement Method	< select >		V	< select > V
FUNDING INFORMATION					
10	Budget and Source of Funds	< select >		V	
11	Development Partners (if applicable)	< type in name >			
PARTICULAR INFORMATION					
12	Project / Program Code (if applicable)	< use MOF code >			
13	Project / Program Name (if applicable)	< use MOF name >			
14	Tender Package No.	< type in name >			
15	Tender Package Name	< type in name >			
		Date			
16	Tender Publication Date	< select >	V		
17	Tender Last Selling Date *[up to the day prior to the day of Deadline for Submission]*	< select >	V		
		Date		**Time**	
18	Tender Closing Date and Time	< select >	V	< select >	V
19	Tender Opening Date and Time	< select >	V	< select >	V
20	Name & Address of the office(s)	**Address**			
	- Selling Tender Document (Principal)	< type in name >			
	- Selling Tender Document (Others)	< type in name >			
NO CONDITIONS APPLY FOR SALE , PURCHASE OR DISTRIBUTION OF TENDER DOCUMENTS					
	- Receiving Tender Document	< type in name >			
	- Opening Tender Document	< type in name >			
21	Place / Date / Time of	< type in name >			
	Pre-Tender Meeting (Optional)	**Date**		**Time**	
		< select >	V	< select >	V
INFORMATION FOR TENDERER					
22	Brief Eligibility and Qualification of Tenderer	< type in name >			
23	Brief Description of Goods	< type in name >			
24	Brief Description of Related Services	< type in name >			
25	Price of Tender Document (Tk)	< type in price >			

	Lot No	Identification of Lot	Location	Tender Security Amount (Tk)	Completion Time in Weeks/Months
26	1	< type in name >	< type in name >	<type in>	<type in>
27	2	< type in name >	< type in name >	<type in>	<type in>
28	3	< type in name >	< type in name >	<type in>	<type in>
29	4	< type in name >	< type in name >	<type in>	<type in>

30	Name of Official Inviting Tender	< type in name >		
31	Designation of Official Inviting Tender	< type in name >		
32	Address of Official Inviting Tender	< type in name >		
33	Contact details of Official Inviting Tender	< Tel. No. >	< Fax No. >	< e-mail >
34	The Procuring Entity reserves the right to reject all the Tenders or annul the Tender proceedings			

<select> : these fields are "pop-up" fields and the procuring entity will only have to select the correct name, address or date in order to complete the form.<type in name> : these fields are to be completed by typing in the relevant data.

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Format: e-PG3D-B: _Reporting Contract Award

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH	
1	Ministry/Division
2	Agency
3	Procuring Entity Name
4	Procuring Entity Code
5	Procuring Entity District
6	Contract Award for
7	Invitation/Proposal Ref. No
KEY INFORMATION	
8	Procurement Method
FUNDING NEGRMATION	
9	Budget and Source of Funds
10	Development Partners (if applicable)
PARTICULAR INFORMATION	
11	Project/Program Code (if applicable)
13	Project/Program Name (if applicable)
14	Tender/Proposal Package No.
15	Tender/Proposal Package Name
16	Date of Advertisement
17	No. of Tenders/Proposals Sold
18	No. of Tenders/Proposals Received
19	No. of Responsive Tenders/Proposals
20	Name of Responsive Tenderers
21	Date of Notification of Award
INFORMATION ON AWARD	
22	Accepted Tender/Proposal Price
23	Name of the Successful Tenderer
24	Tenderer ID of the Successful Tendere (If any)
PROCURING ENTITY DETAILS	
25	Name of Authorized Officer
26	Designation of Authorized Officer

Format: e-PG3D-C: _Public Reporting on Contract Signing

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH	
1	Ministry/Division
2	Agency
3	Procuring Entity Name
4	Procuring Entity Code
5	Procuring Entity District
6	Contract Award for
7	Invitation/Proposal Ref. No
KEY INFORMATION	
8	Procurement Method (National/International)
FUNDING NEGRMATION	
9	Budget and Source of Funds
10	Development Partners (if applicable)
PARTICULAR INFORMATION	
11	Project/Program Code (if applicable)
13	Project/Program Name (if applicable)
14	Tender/Proposal Package No.
15	Tender/Proposal Package Name
16	Date of Advertisement
17	Date of Notification of Award
18	Date of Contract Signing
19	Expected Date of Contract Completion
INFORMATION ON CONTRACT AND BENEFICIAL OWNERSHIP	
20	Contract Price
21	Name of the Economic Operator (Supplier/Supplier/Service Provider/ Consultant)
22	Tenderer ID of the Economic Operator (If any)
23	Name of the Owner/Partners/CEO or MD/ Directors/Shareholders of the Economic Operator (As per NID)
24	NID Number of the Owner/Partners/ CEO or MD/ Directors/Shareholders of the Economic Operator
25	Business Address of the Economic Operator
26	Location of Delivery/Goods/Service Delivery
PROCURING ENTITY DETAILS	
27	Name of Authorized Officer
28	Designation of Authorized Officer

Note: 1. For any contract above BDT 10.00 Lac, Information on Beneficial Ownership need to be provided.
2. For the purposes of this Form, a Beneficial Owner of a Tenderer or Consultant is any natural person who ultimately owns or controls the Tenderer or Consultant.
3. Directors means the members of the Board of Directors for any incorporated body.
4. Shareholders are those who have 10% of issued shares for any incorporated body.
5. State-Owned Enterprises (SOEs) will be excused from providing such information.

Format: e-PG3D-D: Acceptance Certificate

LOGO
[Insert Full Contact Details of Issuing Authority]

ACCEPTANCE CERTIFICATE

Office Memo no: _____ Date: _____

01	Procuring Entity Details		
	(a) Division	:	
	(b) Circle/Directorate	:	
	(c) Zone/Region	:	
	(d) Others (*specify*)	:	
02	Name of Goods	:	
03	Contract No	:	
04	Supplier's Legal Title	:	
05	Supplier's Contact Details	:	
06	Supplier's Trade License/Enlistment/Registration Details	:	
07	Reference to NOA with Date	:	
08	Original Contract Price as in NOA	:	
09	Revised Contract Price		
10	Final Contract Price as Executed	:	
11	Original Contract Period		
	(a) Date of Commencement	:	
	(b) Date of Completion	:	
12	Actual Delivery Period		
	(a) Date of Actual Commencement	:	
	(b) Date of Actual Completion	:	
13	Days/Months Contract Period Extended	:	
14	Amount of Bonus for Early Completion	:	
15	Amount of LD for Delayed Completion	:	
16	Physical Progress in Percent (*in terms of value*)	:	
17	Financial Progress in Amount (*in terms of payment*)	:	
18	Special Note (*if any*)	:	

Certified that the Goods under the Contract has been executed and completed in all respects in strict compliance with the provisions of the Contract including all plans, designs, drawings, specifications and all modifications thereof as per direction and satisfaction of the Project Manager/Engineer-in Charge/Other (*specify*). All defects in workmanship and materials reported during construction have been duly corrected.

_____

Name and Signature of the Issuing Authority with Designation

please turn over

Details of Delivery Completed

Supplier: [insert legal title]		
No	Major Components of Goods	Total Value (in Contract Currency)

Subcontractor

[delete, if not appropriate]

Subcontractor: [insert legal title] [delete, if not appropriate]		
No	Items/ Components/Activities [reference drawn to Sub-Supplier Information]	Value (in Contract Currency)

_____

Name and Signature of the Issuing Authority with Designation