



**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF
BANGLADESH**

**Standard Tender Document (STD) (National)
For Procurement of Goods
[Direct Procurement Method]**

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

Table of Contents

Guidance Notes on the Use of The Standard e-TD [e-PG9]	1
Invitation Letter and Instruction to Tenderer for Direct Contracting.....	3
ANNEX 1: PE's Requirements.....	6
ANNEX 2: Offer Forms	11
Contract Agreement and Condition of Contract	14
Format: Public Reporting on Contract Signing	38
Format: Acceptance Certificate	40

Guidance Notes on the Use of The Standard e-TD [e-PG9]

These guidance notes have been prepared by the BPPA to assist a Procuring Entity in the preparation of Tender Document, using the Standard Tender Document (STD), for the procurement of Goods and related services. The STD is prepared in consistent with the Public Procurement Act 2006 and the Public Procurement Rule 2025 (PPR2025), issued to supplement the ACT and Bangladesh e-Government Procurement (e-GP) Guidelines.

The use of STD [e-PG9] applies when a Purchaser (the Procuring Entity) wishes to select only one Tenderer (a Supplier) for the supply of Goods and related services under **Direct Procurement Method (DPM)** method.

The Procuring Entity addresses its specific needs through the information provided in the **Invitation Letter and Instruction to Tenderer for Direct Contracting** and the **Contract Agreement and Conditions of Contract** as well as 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-PG9], 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 Tenders submitted by the Tenderers.

The following paragraphs briefly describe the Sections of the STD [e-PG9] and how a Procuring Entity should use these when preparing a particular TD.

Section 1. Invitation Letter and Instruction to Tenderer for Direct Contracting

Procuring Entity shall upload the document for this section. It provides information on Submission of Tender, Contract Negotiation, Award of Contract, etc. It specifies the instruction and procedure that govern the tendering process.

Section 2. Contract Agreement and Conditions of Contract

Procuring Entity shall supply this Section to the Tenderer. It provides the Contract Agreement and Conditions of Contract that will apply to the Contract for which the TD is issued. The Contract Agreement and Conditions of Contract clearly identify the provisions that specify for a particular contract management process.

Section 3. Tender and Contract Forms

This Section provides the standard forms: **Supplier's Offer Form, Technical Specifications and Compliance of Goods and Related Services, Price Schedules; Sample Letter of Invitation for Negotiations** to be used by Procuring Entities; **Bank Guarantee for Performance Security** and **Bank Guarantee for Advance Payment Security** (if applicable) to be submitted by the successful Tenderer.

Section 4. Drawings

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

Invitation Letter and Instruction to Tenderer for Direct Contracting

Direct Contracting Ref No.:

Direct Contracting Date:

To: _____ [*insert Supplier's name*]

Dear [*insert name of Supplier's representative*]:

Invitation for Direct Contracting

1. The [*insert name of PE*] [*has received/has applied for*] toward the cost of the [*insert name of project or grant*] and intends to apply part of the proceeds toward payments under the contract for [*insert title of contract*].
2. The [*insert name of implementing agency*] now invites your offer for the Goods [***add if applicable***: "and the Related Services,"] described in Annex 1: PE's Requirements, attached to this invitation.

Eligible Goods ("and Related Services" *if applicable*)

3. All the Goods and Related Services (if applicable) to be supplied under the Contract and financed by PE may have their origin in any country subject to Para. 4.

Eligible Supplier

4.
 - 4.1 The Supplier and its Subcontractors shall have the nationality of an eligible country [*State the name of countries*]. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of Bangladesh.
 - 4.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.
 - 4.3 For the purpose of Sub-para 4.2, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
5. Suppliers that are state-owned enterprises or institutions in the PE's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the PE, that they:

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- (a) are legally and financially autonomous;
 - (b) operate under commercial law; and
 - (c) are not supervision dependent agency of the PE.
6. A Supplier shall not have a conflict of interest. Any Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest for the purpose of this direct contracting process, if the Supplier:
- (a) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of this direct contracting process; or
 - (b) or any of its affiliates has been hired (or is proposed to be hired) by the PE for implementing the Contract; or
 - (c) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Invitation for Direct Contracting, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (d) has a close business or family relationship with a professional staff of the PE who:
 - (i) are directly or indirectly involved in the preparation of the Invitation for Direct Contracting or specifications and/or the evaluation of the offer, of the subject Contract; or
 - (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the PE throughout the direct contracting process and execution of the Contract.

Manufacturer's Authorization [*After careful consideration if Manufacturer's authorization is not required, insert Not Applicable*]

7. If you do not manufacture or produce the Goods to be supplied, please submit a Manufacturer's Authorization using the form included to this invitation for direct contracting to demonstrate that you are authorized by the manufacturer or producer of the Goods to supply these Goods in the PE's Country.

Performance Security

8. A Performance Security shall be required. "The successful Supplier shall submit a Performance Security in accordance with the Contract Conditions."

Validity of Offer

9. Please indicate the validity of the offer.

Quoted Price

10. Prices shall be quoted in the '**Price and Delivery Schedule for Goods**' and '**Price and Delivery Schedule for Related Services**' forms under Section '**Tender and Contract Forms**'.

Clarifications

11. Any clarification request regarding this invitation for direct contracting may be sent in writing to *[insert: name and email address of PE's representative]* before *[insert date and time]*.

Submission of Offer

12. Please submit your offer within [number of days; this may even be the same day if, given the emergency, negotiations to conclude a contract have commenced] using the form attached at Annex 2.
13. The address for submission of Offer is:
Attention: [insert full name of person, if applicable]

Contract negotiations and award of contract

14. The contract will be concluded subject to the satisfactory conclusion of negotiations. *[in light of the circumstances, any negotiation is expected to be virtual]*
15. 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.
16. 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 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.

On behalf of the PE:

Signature:

Name:

Title/position:

ANNEX 1: PE's Requirements

Technical Specifications and Compliance of Goods and related services:

Notes on Technical Specifications:

Note 1:

[The PE shall follow the Rule 38 of Public Procurement Rule, 2025 while preparing the Technical Specifications of the Goods]

[A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the PE. In the context of Competitive Tender, the specifications must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness and economy in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials]

Note 2:

[The PE must explain in clear terms the exact Technical Specification and any relevant National or International Standards which have to be followed for the manufacture and supply of the goods or related services. Technical Specifications shall specify what inspection and/or tests the PE requires and where they are to be conducted]

Note 3:

Keep the same Item no. in price schedule and technical specification form

Item No.	Name of Goods	Detailed Technical Specification and Standards required	Inspection and/or tests required and test place	Country of Origin	Make, and Model or Brand (when applicable)	Full Detailed Technical Specifications and Standards offered
Specify Item No	Specify Name of Goods	Specify Detailed Technical Specification and Standards required	Specify Inspection and/or tests required and test place			

Price and Delivery Schedule for Goods

Item No (1)	Description of Item (2)	Measurement Unit (3)	Quantity (4)	Point of Delivery (5)	Delivery Period (in days) (Note:1) (6)	Country of Origin (7)	Unit Price in Figure (BDT) (8)	Unit Price in Words (BDT) (9)	Total Price in Figure (BDT) (10)	Total Price in Words (BDT) (11)

The Goods covered by this Tendering process shall require to be delivered in accordance with this Delivery and Completion Schedule. No credit will be given for earlier completion.

Price and Delivery Schedule for Related Services

Item No (1)	Description of Item (2)	Measurement Unit (3)	Quantity (4)	Point of Completion (5)	Completion Period (in days) (6)	Country of Origin (7)	Unit Price in Figure (BDT) (8)	Unit Price in Words (BDT) (9)	Total Price in Figure (BDT) (10)	Total Price in Words (BDT) (11)

The Goods covered by this Tendering process shall require to be delivered in accordance with this Delivery and Completion Schedule. No credit will be given for earlier completion.

Technical Specifications

Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:

- (a) standards*
- (b) any required Related Services*
- (c) any required tests and inspections*
- (d) any functional guarantees covered by the Warranty.*

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below.]

1.3.1 Summary of Technical Specifications. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<i>Item No</i>	<i>Name of Goods or Related Service</i>	<i>Technical Specifications and Standards</i>
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

1.3.2 Detailed Technical Specifications and Standards *[insert whenever necessary].*

[Insert detailed description of TS]

Drawings

[OPTIONAL; use if applicable]

This Invitation for Direct Contracting includes *[insert “the following” or “no”]* drawings.

[If drawings shall be included, insert the following List of Drawings]

List of Drawings		
Drawing Number	Drawing Name	Purpose

Inspection, Examination and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*
[including as applicable: nature, frequency, any locations and any procedures for carrying out the inspections and tests. Specify any inspection agency employed/to be employed by the Purchaser and its summary scope of services.] [See also see CC25-Inspections, Examinations and Tests]

ANNEX 2: Offer Forms

Supplier's Offer Form

From:	[<i>Insert Supplier's name</i>]
Supplier's Representative:	[<i>Insert name of Supplier's Representative</i>]
Title/Position:	[<i>Insert Representatives title or position</i>]
Address:	[<i>Insert Supplier's address</i>]
Email:	[<i>Insert Supplier's email address</i>]

To:	[<i>Insert Purchaser's name</i>]
Purchaser's Representative:	[<i>Insert name of Purchaser's Representative</i>]
Title/Position:	[<i>Insert Representatives title or position</i>]
Address:	[<i>Insert Purchaser's address, including email</i>]
Invitation for Direct Contracting Ref No.:	
Date of Offer:	

Dear [*insert name of Purchaser's Representative*]:

SUBMISSION OF OFFER

1. Conformity and no reservations

In response to the above invitation for direct contracting, we offer to supply the Goods, Related Services (if applicable), as per this invitation subject to any negotiations that may be carried out to finalize the contract.

2. Eligibility

We meet the eligibility requirements and have no conflict of interest, in accordance with the Invitation for Direct Contracting.

3. Suspension and Debarment

3 (a) For Source of Fund: GoB

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any Procuring Entities or a debarment imposed by any Development

Partners. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

3 (b) For Source of Fund: Development Partners

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

4. Offered Price

The total price of our Tender is mentioned in the Grand Summary of Price Schedule.

5. Validity of the Offer

Our Tender shall be valid for the period stated in the Invitation Letter and Instruction to Tenderer for Direct Contracting and it shall remain binding upon us and may be accepted at any time before the expiration of that period

6. Performance Security (if applicable)

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the Invitation Letter and Instruction to Tenderer for Direct Contracting.

7. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject the offer, and
- b. annul the direct contracting process at any time prior to the award of the Contract.

8. For Source of Fund: GoB

Professional Misconduct

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of professional misconduct in pursuant Rule-149 of PPR 2025

9. For Source of Fund: Development Partners

Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Manufacturer's Authorisation Letter

[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.]

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No (<i>when applicable</i>):	
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 CC Clause 26 of 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]*

Contract Agreement and Condition of Contract

THIS AGREEMENT made the [*insert: **number***] day of [*insert: **month***], [*insert: **year***].

BETWEEN

- (1) [*insert complete name of PE*], a [*insert description of type of legal entity, for example, an agency of the Ministry of of the Government of Bangladesh, or corporation incorporated under the laws of Bangladesh*] and having its principal place of business at [*insert address of PE*] (hereinafter called "the PE"), of the one part, and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called "the Supplier"), of the other part:

WHEREAS the PE invited an offer for certain Goods and related services, [*insert brief description of Goods and Services*], carried out contract negotiations as applicable, and has accepted the offer by the Supplier for the supply of those Goods and [*Related Services, if any*]

The PE and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) Minutes of Negotiations
 - (b) the Supplier's offer
 - (c) Conditions of Contract
 - (d) the PE's Requirements (including the Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
 - (f) any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the PE to the Supplier as specified in this Agreement, the Supplier hereby covenants with the PE to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The PE hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services 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 indicated above.

For and on behalf of the PE:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier:

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

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Conditions of Contract

[Note: All italicized text is for use in completing the contract and shall be deleted from the final Conditions of Contract]

1. Definitions	1.1 The following words and expressions shall have the meanings hereby assigned to them: (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 CC Clause 34. (c) “CC” means the Conditions of Contract. (d) Completion Schedule means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract (e) “Contract” means the Contract Agreement entered into between the PE and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (f) Contract Agreement means the Agreement entered into between the Procuring <i>Entity</i> and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein; (g) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. (h) “Contract Price” means the price payable to the Supplier as specified in CC Clause 18.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (i) 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. (j) “Day” means calendar day.
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	(k) 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; (l) “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract. (m) 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 etc.; (n) Government means the Government of the People’s Republic of Bangladesh. (o) 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 ; (p) “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; (q) “Party” means the PE or the Supplier, as the context requires, and “Parties” means both of them. (r) Procuring Entity means an Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in CC 2. (s) Related Services means Services linked to the supply of Goods contracts; (t) 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;
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	(u) Supplier means a Person under contract with a Procuring Entity for the supply of Goods and related services under the Act; (v) “The Project Site,” where applicable, means the place named in CC 2. (w) Writing means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.
2. PE, PE’s Country, Project Site/Final Destination	2.1 The PE is: <i>[Insert complete legal name of the PE]</i> 2.2 The PE’s Country is: <i>[insert name of the PE’s Country]</i> 2.3 The Project Site(s)/Final Destination(s) is/are: <i>[Insert name(s) and detailed information on the location(s) of the site(s), where applicable]</i>
3. Communications and Notices	3.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. A Party may change its address for notice hereunder by giving the other Party notice of such change to the address. <u>Address for notices to the PE:</u> <i>[insert the name of officer authorized to receive notices]</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <u>[Electronic mail address]</u> <u>Address for notices to the Supplier:</u> <i>[insert the name of officer authorized to receive notices]</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <u>[Electronic mail address]</u>

4. Governing Law	4.1 The Contract shall be governed by and interpreted in accordance with the laws of Bangladesh. 4.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in Bangladesh when: (a) as a matter of law or official regulations, the PE's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the PE's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
5. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	5.1 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. 5.2 The Government and the Development Partner requires that the Procuring Entity as well as the Supplier (including their manufacturers, sub-contractors, agents, personnel, consultants and service providers), shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds. – (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 PE 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 PE 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 <i>Bangladesh Public Procurement Authority Act, 2023</i>. 5.3 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 33 shall apply as if such expulsion had been made under Sub-Clause 33.1 (Termination for Default). 5.4 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 declare, at its discretion, the Supplier to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
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	5.5 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
	5.6 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.
6. Shipping and other documents to be provided	6.1 The Delivery of the Goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Details Documents to be furnished by the Supplier are: [insert the required documents, such as insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details <i>or any other documents that may be required</i>]
7. Scope of Supply	7.1 The Goods to be supplied shall be as specified in ANNEX 1: PE's Requirements. 7.2 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 if applicable as if such items were expressly mentioned in the Contract Agreement.
8. Confidential Details	8.1 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.

	8.2 Any document, other than this Contract itself 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.
9. Trademark, Patent and Intellectual Property Rights	9.1 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.
10. Copyright	10.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the PE by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the PE 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.
11. Subcontracting	11.1 The Supplier shall notify the PE in writing of all subcontracts awarded under the Contract if not already specified in Supplier's offer. Such notification, in the original offer or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
12. Change Orders and Contract Amendments	12.1 The PE may at any time order the Supplier through notice in accordance CC 3.1, 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 furnished under the Contract are to be specifically manufactured for the PE; (b) the method of shipment or packing; (c) changes in quantities of Goods to be supplied within the range specified herewith. [<i>insert as appropriate: "The maximum percentage by which quantities may be increased is: [insert percentage]; The maximum percentage by which quantities may be decreased is: [insert percentage]";</i>] (d) the place of delivery;

	(e) any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 25; and (f) the Related Services if applicable to be provided by the Supplier. 12.2 If any such change 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/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the PE's change order. 12.3 Prices to be charged by the Supplier for any Related Services if applicable that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. 12.4 <i>Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</i>
13. Packing, marking and documentation	13.1 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. During transit, 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. 13.2 <i>The packing, marking and documentation within and outside the packages shall be: [insert the type of packing required, the markings in the packing and all documentation required; or refer to the Technical Specifications]</i>
14. Acceptance	14.1 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, 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 CC Clause 24 & 25. 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. 14.2 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.
15. Notification of Award	15.1 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.
16. Contract Signing	16.1 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
17. Notification of Contract Signing	17.1 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 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.
18. Contract Price	18.1 The Contract Price is specified in Price Schedule. 18.2 Subject to CC 24 and 25, the prices charged by the Supplier for the Goods supplied as applicable performed under the Contract shall not vary from the prices agreed in the Contract.
19. Transportation	19.1 <i>Responsibility</i> for transportations shall be as follows: [insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the PE's country, defined as the Project Site. Transport to such place of destination in the PE's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the PE and the Supplier)]
20. Terms of payment	20.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

	Payment for Goods and Services supplied shall be made in Bangladesh Taka, as follows: (i) Advance Payment: <i>Insert In word [Insert number]</i> percent of the Contract Price shall be paid within <i>Insert In word [Insert number]</i> days of signing of the Contract upon submission of a claim for the amount. (ii) On Delivery and acceptance: <i>Insert In word [Insert number]</i> percent of the Contract Price shall be paid on receipt of the Goods and within <i>Insert In word [Insert number]</i> days after submission of the documents and after the date of the acceptance certificate for the respective delivery issued by the PE.
21. Insurance	21.1 <i>The insurance coverage shall be as specified below:</i> <i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i>
22. Taxes and Duties	22.1 The Supplier shall be entirely responsible for all applicable taxes, custom duties, VAT and other levies imposed or incurred inside or outside Bangladesh. 22.2 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.
23. Contractual Security	23.1 The Contractual Security shall be 10% (Ten) Percent of the contract Value. 23.2 <i>The Procuring Entity may claim against the security if any of the following events occurs for fourteen (14) days or more.</i> (a) <i>The Supplier is in breach of the Contract and the Procuring Entity has duly notified him or her; and</i> (b) <i>The Supplier has not paid an amount due to the Procuring Entity and the Procuring Entity has duly notified him or her.</i> 23.3 In the event as stated under CC Sub Clause 23.2, 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. 23.4 The amount of the Performance Security shall be: 10 % (Ten Percent) of Contract Price; The Performance Security shall be in

	the form of a Bank Draft, Pay Order or an irrevocable unconditional Bank Guarantee in the format, without any alteration, issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity. 23.5 The Procuring Entity shall notify the Supplier of any claim made against the Bank issuing the Performance Security. 23.6 The proceeds of the Performance Security shall be payable to the PE as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. 23.7 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, 23.8 The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the Bank issuing the Pay Order, Bank Draft or irrevocable unconditional Bank Guarantee in specified format. 23.9 The Procuring Entity may retain an amount from the payable amount due to the Supplier at 10% (Ten) Percent until successful expiration of the Warranty period as mentioned in CC Clause 26. 23.10 When the supplier is a Govt. Entity, the performance security may be kept as contractual security instead of retention money Percent until successful expiration of the Warranty period as mentioned in CC Clause 26. 23.11 The Retention Money shall only be released after the expiry of the Warranty Period pursuant to CC Clause 26, 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.
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	ii. For example, a ball pen that writes 0.75 km instead of the expected 1.5 km, has a latent defect.
24. Specifications and Standards	24.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
25. Inspections, Examinations and Tests	25.1 The Supplier shall at its own expense and at no cost to the PE carry out the tests and/or inspections of the Goods as are specified in the Technical Specifications. 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in any other location, as specified in the Technical Specifications. Subjected to Annex-1, If conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the PE. 25.3 The PE or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC 25.1, provided that the PE bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 25.4 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 PE. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the PE or its designated representative to attend the test and/or inspection. 25.5 In accordance with Annex-1, the PE 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 specification codes and standards under the Contract. 25.6 The Supplier shall provide the PE with a report of the results of any such test and/or inspection. 25.7 The PE 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 PE, and shall repeat the test and/or inspection, at no cost to the PE, upon giving a notice pursuant to CC 25.4. 25.8 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 PE or its representative, nor the issue of any report pursuant to CC 25.6, shall release the Supplier from any warranties or other obligations under the Contract
26. Warranty	26.1 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 CC Clause 12. 26.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. 26.3 The warranty shall remain valid for <i>[insert number days or months]</i> after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination. PE may consider shelf-life of the product as Warranty Period. <i>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.</i> 26.4 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. 26.5 The Warranty Periods may vary among the various items and lots. The warranty for Goods delivered earlier will expire earlier than the succeeding deliveries. 26.6 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. 26.7 The period for repair or replacement after being notified of the defect by the PE shall be <i>[insert number]</i> days. 26.8 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 26.3, the PE may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without

	prejudice to any other rights which the PE may have against the Supplier under the Contract. 26.9 For purposes of the warranty, the place(s) of final destination(s) shall be: <i>[specify where appropriate]</i>
27. Delivery Date and Completion Date	27.1 The Delivery Date of the Goods shall be: _____ <i>[Insert the Delivery Date]. If phased delivery is allowed specify the acceptable delivery schedule]</i> 27.2 <i>[if applicable]</i> The Completion Date of Related Services shall be: _____ <i>[Insert the Completion Date if there are related services; otherwise delete this entry]</i>
28. Extension of Delivery and Completion Schedule	28.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity. 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 if applicable as stated under CC Clause 24,25 and 27, 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. 28.2 <i>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.</i> 28.3 <i>The Procuring may extend up to thirty percent (30%) of the original contract time. above 30% of the original contract time as mentioned in CC Sub Clause 28.1.</i> 28.4 <i>In the case an extension of the original delivery schedule required under CC Sub Clause 28.1 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.</i> 28.5 <i>In exceptional cases, where an extension of the original contract time required under CC Sub Clause 28.1 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.</i>

	28.6 <i>Except in case of Force Majeure, as provided under CC Clause 32, 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 CC Clause 29, unless an extension of the Delivery and Completion Schedule is agreed upon, pursuant to CC Clause 28.</i>
29. Liquidated damages	29.1 The liquidated damage shall be <i>[insert %]</i> of the price of the delayed Goods or unperformed Services] for each week or part thereof of delay until actual delivery or performance. The maximum amount of liquidated damages shall be <i>[insert %]</i> of the Contract Price. Once the maximum is reached, the PE may terminate the Contract pursuant to CC Clause 33.
30. Limitation of Liability	30.1 Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the PE, 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 PE and (b) the aggregate liability of the Supplier to the PE, 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 PE with respect to patent infringement.
31. Adjustment for Changes in Legislation	31.1 Unless otherwise specified in the Contract, if after the date the Contract is signed by the PE and the Supplier, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the PE's Country where the Site is located (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.
32. Force Majeure	32.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

	32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the PE in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the PE in writing of such condition and the cause thereof. Unless otherwise directed by the PE in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. 32.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the performance of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.
33. Termination	33.1 Termination for Default The PE, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: (i) if 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 PE; (ii) if the Supplier fails to perform any other obligation under the Contract; or (iii) if the Supplier, in the judgment of the PE has engaged in professional misconduct, in competing for or in executing the Contract. In the event the PE terminates the Contract in whole or in part, the PE may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the PE for any additional costs for such similar Goods or Related Services if applicable.

	However, the Supplier shall continue performance of the Contract to the extent not terminated. 33.2 Termination for Insolvency 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. 33.3 Termination for Convenience (a) The PE, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the PE's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. (b) The Goods that are complete and ready for shipment within twenty-one (21) days after the Supplier's receipt of notice of termination shall be accepted by the PE at the Contract terms and prices. For the remaining Goods, the PE may elect: (i) to have any portion completed and delivered at the Contract terms and prices; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.
34. Settlement of Disputes	31.1 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. (a) Contract with foreign Supplier: All disputes arising out of or in connection with the present contract shall be finally settled under The Arbitration Act, 2001. (b) Contracts with Supplier national of the PE's Country:

	In the case of a dispute between the PE and a Supplier who is a national of the PE's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the PE's Country. 31.2 If the Supplier/Procuring Entity believe that amicable settlement of dispute is not possible between the two parties, the dispute may be referred to the Adjudicator within fourteen (14) days of first written correspondence on the matter of disagreement.
35. Additional Clauses	<i>[insert any additional clauses as necessary, otherwise delete this row]</i>

Notification of Award

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 CC Clause No 16; 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 23.

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:

Bank Guarantee for Performance Security

[this is the format for the Performance Security to be issued by a scheduled Bank of Bangladesh]

Contract No:-

Date:

To:

[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 *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

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.

[Signatures of authorized representatives of the bank]

Signature

Seal

Bank Guarantee for Advance Payment

[this is the format for the Advance Payment Security to be issued by a scheduled Bank of Bangladesh]

Contract No:

Date:

To:

[Name and address of 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 *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your Conditions of Contract Clause 20.1(i), Advance Payment(s) on Contracts must be supported by an irrevocable unconditional Bank Guarantee.

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.

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 *[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.

[Signatures of authorized representatives of the bank]

Signature

Seal

Sample Letter of Invitation for Negotiations

[modify as appropriate]

[use letterhead paper of the PE]

[date]

To: *[name and address of the Supplier]*

Subject: ***Invitation for negotiations of Contract No.***

In reference to the invitation for direct contracting issued by us, *[insert reference number and date]*, your offer *[insert reference number and date]* has been accepted for contract negotiations.

We invite you for contract negotiations ***[Insert logistics detail, date and time for negotiations]***

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Format: 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 INFORMATION	
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: 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 (<i>specify</i>)	:	
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	:	
	Original Contract Period		
11	(a) Date of Commencement	:	
	(b) Date of Completion	:	

	Actual Delivery Period		
12	(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 (<i>in terms of value</i>)	:	
17	Financial Progress in Amount (<i>in terms of payment</i>)	:	
18	Special Note (<i>if any</i>)	:	

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