

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

This Document is the Preliminary working Draft. Procuring Entity can use this draft for their Tender preparation. During preparation of Tender, if any problem/confusion arises, PE's are requested to contact with BPPA for further clarifications.



Standard Tender Document (National) For Procurement of Physical Services

(Except Hiring Service Personnel through Outsourcing Policy)

[Open/Limited Tendering Method]

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

Guidance Notes on the Use of The Standard Tender Document of e-PPS3

These guidance notes have been prepared by the BPPA to assist an Employer in the preparation of Standard Tender Document for the procurement of Physical Service (hereinafter referred to as STD (e-PPS3)), having estimated costs of any value. The Employer should also refer to the Public Procurement Act 2006 (Act No 24 of 2006) and the Public Procurement Rules, 2025, issued to supplement the Act available on BPPA's website: <http://www.bppa.gov.bd/>. All concerned are advised to refer to the aforementioned Act and Rules and subsequent amendment thereof along with Government directives as specified in Rule 2(48) of the PPR, 2025 while processing and participating in any Tendering process. STD (e-PPS3) is based upon internationally acceptable model formats which have been adapted to suit the particular needs of procurement within Bangladesh.

The use of STD (e-PPS3) applies when a Procuring Entity (PE)/employer/purchaser intends to select a Tenderer/ a Service Provider for the Procurement of Physical services under while the contract award is being determined on the basis of lowest evaluated responsive Tender and when a pre-qualification process has not taken place.

The Employer addresses its specific needs through the information provided in the Tender Data Sheet (TDS) and the Particular Conditions of Contract (PCC) as well as in the Activity Schedule and the Performance Specifications.

Guidance notes in brackets and italics are provided for both the Employer and the Tenderer and as such the Employer 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. The Invitation for Tenders (IFT) is provided in this Tender Document for information only.

STD (e-PPS3) when properly completed will provide all the information that a Tenderer needs in order to prepare and submit a Tender. This should provide a sound basis on which the Employer/purchaser can fairly, transparently and efficiently carry out a Tender evaluation process on the Tenders submitted by the Tenderers.

STD (e-PPS3) has 7 Sections, of which **Section 1: Instruction to Tenderer** and **Section 3: General Conditions of Contract** must not be altered or modified under any circumstances.

The following briefly describes the Sections of STD (e-PPS3) and how an Employer should use these when preparing a particular Tender Document.

Section 1. Instructions to Tenderers (ITT)

This Section provides relevant information to help Tenderers prepare their Tenders. Information is also provided on the submission, opening, and evaluation of Tenders and on the award of Contract. The Instruction to Tenderer (ITT) specifies the instructions and procedures that govern the tendering process. This Section also contains the criteria to be used by the Employer to determine the lowest evaluated Tender and the qualifications of the Tenderer to perform the Contract. The Instructions to Tenderer (ITT) are therefore not a part of the Contract. **(The text of the Clauses in this Section shall not be modified.)**

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 Employer shall specify in the TDS only the information that the ITT instructs to be specified in the TDS. To facilitate the preparation of the TDS, its Clause Numbers are numbered with the same numbers of the corresponding ITT Clauses.

Section 3. General Conditions of Contract (GCC)

This Section provides the General Conditions of Contract that will apply to the Contract for which the Tender document is issued. The GCC clearly identifies the provisions that may normally need to be specified for a particular tendering process and need to be addressed through the PCC. **(The text of the clauses in this Section shall not be modified.)**

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 Employer should include at the time of issuing the Tender Documents all information that the GCC indicate, shall be provided in the PCC. No PCC Clause should be left blank. To facilitate the preparation of the PCC, its Clause Numbers are numbered with the same numbers of the corresponding GCC Clauses.

Section 5. Tender and Contract Forms

All tender and contract forms are given in Section 5. Those are from e-PPS3-1 to e-PPS3-10 as follows:

e-PPS3-1 - e-Tender Submission Letter

e-PPS3-2 - Tenderer Information Form

e-PPS3-3 - JV Partner Information (if applicable)

e-PPS3-4 - Subcontractor Information (if applicable)

e-PPS3-5 - Personnel Information Form

e-PPS3-6 - Bank Guarantee for Tender Security

e-PPS3-7 - Letter of Commitment for Bank's undertaking for Line of Credit

e-PPS3-8 - Notification of Award (NOA)

e-PPS3-9 - Contract Agreement

e-PPS3-10 - Bank Guarantee for Performance Security

Section 6. Activity Schedule

In this section the detailed activity schedule is provided for the guidance of the service provider.

Section 7: Performance Specification

In this section a framework has been incorporated that needs to be customised as per the type of physical service that is required to be provided.

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Section 1: Instructions to Tenderers

A. General

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|---------------------------|-----|--|
| 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 Physical Services as specified in the TDS and as detailed in Appendix A to the Contract. The name of the Tender and its number and identification is stated in the TDS . |
| | 1.2 | The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date as stated in the TDS . |
| 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) “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; |
| | | (e) “Tenderer” means a Person who submits a Tender; |
| | | (f) “Tender Document” means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and |
| | | (g) “Tender” depending on the context, means a Tender submitted by a Tenderer for execution of Physical Services to a Procuring Entity in response to an Invitation for Tender. |
| | | (h) “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 |

4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices

- 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.
- 4.1 The Government requires that the Procuring Entity as well as the Tenderers and Service providers (including service personnel) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
- 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 Section 64 of the Public Procurement Act 2006 and Rule 149 of the Public Procurement Rules, 2025.

4.4 If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind is determined by the Procuring Entity against any Tenderer or Service providers (including service personnel,) in competing for, or in executing, a contract under public fund:

- (a) Procuring Entity shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings;
- (b) Procuring Entity shall reject any recommendation for award that had been proposed for that concerned Tenderer;
- (c) Procuring Entity 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;

4.5 Tenderer shall be aware of the provisions on corrupt, fraudulent, collusive, coercive and obstructive practices of the Public Procurement Act, 2006 and the Public Procurement Rules, 2025.

4.6 In further pursuance of this policy, Tenderers, service providers, service personnel shall permit the Government, the BPPA 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 or monitored by the BPPA during the procurement and contract performance.

5. Eligible Tenderers

5.1 This Invitation for Tenders is open to the Tenderers as mentioned 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 Bangladesh.
- 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 their own country.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.
- 5.10 Tenderers shall have the up-to-date valid license(s), issued by the corresponding competent authority, as specified in the **TDS**.
- 5.11 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

- 5.12 A Tenderer shall provide its/their Beneficial Ownership related information, as the specified in **Form e-PPS3-2**, if it/they will be awarded the contract and declare their consent on publishing that information publicly following the signing of contract.
- 5.13 A tenderer has not been under restriction imposed by any Development Partner operating in Bangladesh on grounds related to their procurement affairs.
- 5.14 A Tenderer shall only propose Bangladeshi nationals as Service Provider through this tendering process.
- 5.15 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.

6. Eligible Materials, Equipment and Associated Services

- 6.1 All materials, equipment and associated services to be supplied under the Contract are from eligible sources, unless their origin is from a country specified in the **TDS**.
- 6.2 For the purposes of this Clause, “origin” means the place where the Materials and Equipment are 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 associated services are supplied.
- 6.3 The origin of materials and equipment and associated services is distinct from the nationality of the Tenderer.

7. Site Visit

- 7.1 Tenderers are advised to visit and examine the Site of required services and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for delivery of physical services. The costs of visiting the Site shall be at Tenderer’s own expenses.

B. 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 10.

- 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 Activity Schedule
- Section 7 Performance Specifications

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 and Pre-Tender Meeting

9.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity through e-GP System within the time as stated in the Invitation for Tenders (IFT).

9.2 The Procuring Entity is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause 8.1.

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 8.1.

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 10.

9.5 To clarify issues and to answer questions on any matter arising in the Tender Document, the Procuring Entity may, as stated in the Invitation for Tenders (IFT), hold a pre-Tender Meeting through e-GP System.

9.6 Pre-Tender Meeting shall be held online on the date and time specified in the Invitation for Tenders (IFT). Clarifications to the queries raised by the Tenderers will be provided during the online session, and the responses will also be made available through the dashboards of the Tenderers who have purchased the e-Tender Document (e-TD) in the e-GP System, within the date and time specified in the IFT.

9.7 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

10. Addendum to Tender Document

- necessary as a result of the pre-Tender meeting will be made by the Procuring Entity exclusively through the issue of an Addendum as stated under ITT Sub Clause 11 and not through the minutes of the pre-Tender meeting.
- 9.8 Non-participation at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.
- 10.1 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, having purchased the e-Tender Document, or as a result of a pre-Tender meeting may revise the e-Tender Document by issuing an Addendum through e-GP System.
- 10.2 The Addendum issued under ITT Sub Clause 10.1 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
- 10.3 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.
- 10.4 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 36.2.
- 10.5 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

11. General Criteria

- 11.1 Tenderers shall possess the necessary professional and technical qualifications and competence, financial resources 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.

	11.2	In addition to meeting the eligibility criteria, as stated in ITT Clause 5, Tenderers must satisfy the other criteria stated in ITT Clauses 12 to 17 inclusive.
12. Experience Criteria	12.1	Tenderers shall have the following minimum level of Service-providing experience to qualify for the performance of the Physical Services under the Contract: - a minimum number of years of general experience in contracting industries in public sector as specified in the TDS; and - specific experience as a Service Provider in contracting industries under public sector of a nature, complexity and methods/service technology similar to the proposed services, in at least a number of contract(s) and, each with a minimum value over the period, as specified in the TDS.
13. Financial Criteria	13.1	Tenderers shall have the following minimum level of financial capacity to qualify for the performance of the Services under the Contract: - the average annual turnover as specified in the TDS during the period specified in the TDS; - 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;
14. Personnel Capacity	14.1	Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Services under the Contract consisting of key management personnel with qualifications and experience as specified in the TDS .
15. Equipment Capacity	15.1	Tenderers shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the TDS .
16. Joint Venture (JV)	16.1	If permitted in the TDS , Tenderers may participate in the procurement proceedings forming a Joint Venture(JV) by an agreement, without alterations, in the format as specified in the Format e-PPS3-B , executed case by case on a non-judicial stamp of value as specified in the TDS or alternately with the intent to enter into such an agreement supported by a Letter of Intent along with the proposed agreement duly signed by all legally authorised partners of the intended JV and authenticated by a Notary Public, with the declaration that the partners will execute the JV agreement in the event the Tenderer is successful.

- 16.2 The figures for each of the partners of a JV shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria; however, for a JV under ITT Sub Clause 16.1, Lead partner and other partners must meet the criteria as specified in the **TDS**. Failure to comply with these requirements will result in non-responsiveness of the JV Tender.
- 16.3 Each partner of the JV shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms.
- 16.4 JV shall nominate the **Lead Partner** as Representative or Partner-in-charge being entrusted with the Contract administration and management at Site who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JV.
- 16.5 The business share of the Lead Partner shall be the highest among all the partners. Other partner(s) shall have at least 25% of business share each.

17. Subcontractor (s)

- 17.1 Tenderers may intend to subcontract an activity or part of the Services not exceeding 30% (Thirty percent) of the whole Services in value, in which case such item(s) and the proposed Subcontractor shall be clearly identified in the **Form e-PPS3-4**.
- 17.2 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.
- 17.3 A Subcontractor may participate in more than one Tender, but only in that capacity.
- 17.4 The Procuring Entity may also select in advance Nominated Subcontractor(s) to execute certain specific components of the Physical Services and if so, those will be specified in the TDS.
- 17.5 If a contractor wishes to subcontract an activity or part of the proposed Physical Services according to the provision of ITT Clause 17.1 after entering into the contract, it can only be done after approval of Head of the Procuring Entity (HOPE) or an officer authorized by him or her (AO).
- 17.6 Any unauthorized subcontracting after entering into the contract shall be considered as fundamental breach of contract.

D. Tender Preparation

18. Only one Tender	18.1	Tenderers shall submit only one (1) Tender for each package. Tenderer who submits or participates in more than one (1) Tender in one (1) package will cause all the Tenders of that particular Tenderer to be considered non-responsive.
19. Cost of Tendering	19.1	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.
	19.2	e-Tender Document (e-TD) may be accessed and downloaded by the Tenderer from the e-GP System upon payment of the document fee through any e-GP Member Bank. The payment and its transaction update in the e-GP System shall be completed no later than e-Tender submission deadline.
20. Language of Tender	20.1	Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or <i>Bangla</i> .
	20.2	Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
21. Contents of Tender	21.1	The Tender prepared by the Tenderers will comprise the following: (a) the e-Tender Submission Letter (Form e-PPS3-1), as stated under ITT Sub Clause 22.1; (b) the Tenderer Information as stated under ITT Clauses 5, 25 and 27 (Form e-PPS3-2); (c) the priced Activity Schedule using the form(s) furnished in Section 6: Activity Schedule. (d) the Tender Security as stated under ITT Clauses 29, 30 and 31. (e) the Valid Trade license; (f) 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. (g) documentary evidence as stated under ITT Clause 25 and 27 establishing the Tenderer's eligibility and the minimum qualifications of the Tenderers required to be met for due performance of the Physical Services under the Contract; (h) 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;
		(i) any other documents as specified in the TDS .
22. Tender Submission Letter and Priced Activity Schedule	22.1	Tenderers shall submit the Tender Submission Letter (Form PW2A-1), which shall be completed without any alterations to its format in e-GP System.
	22.2	Tenderers shall submit his/her prices in the Activity Schedule using the form(s) furnished in Section 6 .
	22.3	If in preparing its Tender, the Tenderer has made errors in the unit rate or price or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that the authorised person of the Tenderer initials each correction.
23. Tender Prices	23.1	The prices and discounts quoted by the Tenderers in the Activity Schedule shall conform to the requirements specified below.
	23.2	Tenderers shall fill in unit rates for all items of the Physical Services both in figures and in words as described in the Activity Schedule, excluding any discount offered.
	23.3	The items quantified in the Activity Schedule for which no unit rates have been quoted by the Tenderer will not be paid for, by the Procuring Entity when executed and shall be deemed covered by the amounts of other rates in the Activity Schedule and, it shall not be a reason to change the Tender price.
	23.4	The price to be quoted in the Tender Submission Letter, as stated under ITT Sub Clause 22.1, shall be the total price of the Tender, excluding any discounts offered.
	23.5	Tenderers shall quote any unconditional discounts in the Tender Submission Letter as stated under ITT Sub Clause 22.1.
	23.6	Tenderers wishing to offer any unconditional discount to any package or lot(s) as applicable shall mention discount in percentage (%) in the Tender Submission Letter. Discount shall be equally applicable on all the items of the Activity Schedule within each lot and shall be applied after arithmetic correction of the tender. In case of multiple lots, a Tenderer may offer cross-discount, for being awarded more than one lot, in the Tender Submission Letter.
	23.7	All applicable taxes, custom duties, VAT and other levies payable by the Service Provider 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.
	23.8	The price of this Contract shall be fixed in which the unit rates shall not be modified in response to changes in economic or commercial conditions.
24. Tender Currency	24.1	Tenderers shall quote all prices in Bangladesh Taka (BDT) in the Activity Schedule .

25. Documents Establishing Eligibility and Qualification 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 e-Tender Submission Letter (Form e-PPS3-1);
	(b)	complete the Tenderer Information (Form e-PPS3-2);
	(c)	complete Subcontractor Information (Form e-e-PPS3-4), if it intends to engage any Subcontractor(s).
	25.2	Tenderers, if applying as a partner of an existing or intended JV in case it is allowed, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, in addition to as stated under ITT Sub Clause 25.1, it shall:
	(a)	provide for each JV partner, completed JV Partner Information (Form e-PPS3-3);
	(b)	provide the JV agreement as per Format e-PPS3-B or Letter of Intent along with the proposed agreement of the intended JV as stated under ITT Sub Clause 16.1.
26. Documents Establishing the Eligibility and Conformity of Materials, Equipment and Services	26.1	Tenderers shall submit documentary evidence to establish the origin of all Materials, Equipment and services to be supplied under the Contract as stated under ITT Clause 6.
	26.2	To establish the conformity of the Materials, Equipment and services to be supplied under the Contract, the Tenderers shall furnish, as part of its Tender, the documentary evidence (which may be in the form of literature, specifications and brochures, drawings or data) that these conform to the technical specifications and standards specified in Section 7: Service Specifications .
27. Documents Establishing the Tenderer's Qualification	27.1	Tenderers shall complete and submit the Tenderer Information (Form e-PPS3-2) and shall include documentary evidence, as applicable to satisfy the following:
	a.	general experience in providing services as stated under ITT Sub Clause 12.1(a), substantiated by the year of registration/constitution/licensing;
	b.	specific experience in providing Physical Services under public sector of similar nature and size as stated ITT Sub Clause 12.1(b), substantiated by Completion Certificate (s) issued by the relevant Procuring Entity(s);
	c.	average annual turnover i.e. total certified payments received for contracts in progress or

completed under public sector for a period as stated under ITT Sub Clause 13.1(a), substantiated by Statement(s) of Receipts, from any scheduled Bank of Bangladesh, issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders;

- d. (i) 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-PPS3-7** 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 13.1(b) or (iv) working capital substantiated by audited financial statements mentioned in (j) below;
- e. Key Management personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 14.1;
- f. major items of service equipment proposed to carry out the Contract as stated under ITT Clause 15.1, substantiated by statement(s) in its letter-head pad declaring source of its availability;
- g. authority (s) to seek references from the Tenderer's Bankers or any other sources in its letter-head pad;
- h. Reports on the financial standing of the Tenderer, such as profit and loss statements and audited balance sheet for the past years as specified in the **TDS**, substantiated by Audit Reports.

28. Validity Period of Tender

28.1

Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity. A Tender valid for a period shorter than that specified shall be considered as non-responsive.

28.2

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; provided that those Tenderers have passed the preliminary examination as stated under ITT Sub Clause 41.2.

28.3

The request and the responses shall be made through e-GP System. Validity of the Tender Security provided under ITT

		Clause 28.2 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.
29. Tender Security	29.1	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.
30. Form of Tender Security	30.1	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-PPS3-6) without any alteration, furnished in Section 5: Tender and Contract Forms; (b) be payable promptly upon the request by the Procuring Entity through e-GP System in the case of the conditions as stated under ITT Sub Clause 33.1 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 33.1.
31. Authenticity of Tender Security	31.1	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.
	31.2	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.
	31.3	A Tender not accompanied by a valid Tender Security will be considered non-responsive.
32. Return of Tender Security	32.1	No Tender Security shall be returned to the Tenderers before Approval of Evaluation Report.
	32.2	Unsuccessful Tenderer's Tender Security will be discharged or returned as soon as possible but within twenty-eight (28) days after the expiry of the Tender Validity period as stated under ITT Sub Clauses 28.1.
	32.3	The Tender Security of the successful Tenderer will be discharged upon the Tenderer's furnishing of the performance security and signing of the Contract Agreement.
33. Forfeiture of Tender Security	33.1	Tender Security may be forfeited, if a Tenderer:

- (a) withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clause 28; or
 - (b) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 45; or
 - (c) fails to furnish Performance Security or Tenderer's submitted Performance Security has been found unauthentic as stated under ITT Clause 58; or
 - (d) refuses or fails to sign the Contract as stated under ITT Sub Clause 63.2.
 - (e) involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.
- 33.2 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.
- 34. Online Tender Preparation**
- 34.1 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

- 35. e-Submission of Tender**
- 35.1 Tenderer shall submit the e-Tender (both Technical and Financial Offer in a single submission) through the e-GP System, which must be received in complete form prior to the deadline for submission. Upon successful submission, the Tenderer shall receive an acknowledgement of receipt automatically generated by the e-GP System.
- 35.2 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.
- 35.3 Tender submitted online will be stored in encrypted format in the e-GP System.
- 35.4 Submitted e-Tender containing files that are corrupt, infected with a virus, or otherwise unreadable for any reason shall not be considered for evaluation.

36. Deadline for Submission of Tender	36.1	e-Tenders shall be submitted through though e-GP System not later than the date and time specified in the Invitation for Tender (IFT).
	36.2	The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 33.1, 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.
	36.3	e-Tenders submitted shall not be allowed to be withdrawn after the deadline for submission.
	36.4	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.
37. Late Tender	37.1	Late Submission of e-Tender shall not be allowed in e-GP System.
38. Modification , Substitution or Withdrawal of Tender	38.1	Tenderers may modify or withdraw or substitute its submitted e-Tender before the tender submission deadline.

F. Tender Opening and Evaluation

39. Tender Opening	39.1	e-GP System shall automatically open the e-Tenders after the deadline for submission, as configured and published in the e-GP System. Upon opening, the System shall automatically generate the Tender Opening Report (TOR). Notwithstanding the simultaneous submission of the Technical and Financial Offers, the e-GP System shall ensure that only the Technical Offer is opened initially. The Financial Offer shall remain securely encrypted and inaccessible for all until the evaluation of the Technical Offers has been completed.
40. Evaluation of Tenders	40.1	Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.
	40.2	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.
	40.3	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.
	40.4	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.
41. Preliminary Examination	41.1	TEC shall examine the Tenders to confirm that all documentations as stated under ITT Clause 21 have been provided, to determine the completeness of each document submitted.
	41.2	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 Activity Schedule; and (c) Valid Tender Security.
42. Technical Responsiveness and Technical Evaluation	42.1	TEC's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
	42.2	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 performance of the Physical Services 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.

- 42.3 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.
- 42.4 There shall be no requirement as to the minimum number of responsive Tenders.
- 42.5 TEC shall evaluate the aspects of the Tender submitted as stated under ITT Clauses 25, 26 and 27 to confirm that all requirements specified in Section 7: Service Specifications of the Tender Document have been met without any material deviation, reservation or omission.
- 42.6 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 BOQ or any mandatory criteria. Failure of the Tenderer to comply with the request may result in the consideration of its Tender as non-responsive.
- 42.7 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.

43. Clarification on Tender

- 43.1 TEC may ask Tenderers for clarification of their Tenders, 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 42.2, will neither be sought nor be permitted.
- 43.2 Requests for clarification shall be through e-GP system and shall be sent only by the Chairperson of the TEC.

	43.3	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.
	43.4	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.
44. Restrictions on Disclosure of Information	44.1	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.
	44.2	Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.
	44.3	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.
	44.4	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.
45. Correction of Arithmetical Errors	45.1	In e-GP System, there is no provision for correction of Arithmetical Errors.
46. Financial Evaluation	46.1	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.
	46.2	To evaluate a Tender, the TEC will consider the following: (a) adjustments for correction of arithmetical errors, as stated under ITT Sub Clause 45.1; (b) adjustments in order to take into consideration the unconditional discounts as stated under ITT Sub Clause 23.5 and 23.6, if any.
	46.3	Variations, deviations 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. Identifying Significantly Low-priced Tenders (SLT)

- 47.1 Prices of all technically responsive Tenderers shall be checked to identify Significantly Low-priced Tender through a specified manner mentioned in the following Sub Clauses.
- 47.2 During the evaluation of tenders, the proposed prices of all technically responsive tenderers (at least two tenders) shall be used to determine a Weighted Average, considering:
- the official cost estimate,
 - the prices obtained from the recent Price Index in public procurement processes following ITT Sub Clause 47.4 and
 - the tenderers' quoted prices.

The weights shall be as follows:

- official cost estimate = **0.20**
- Prices obtained from the recent Price Index = **0.30**
- Prices quoted by all responsive tenderers = **0.50**

The formula shall be:

$$\bar{x} = 0.5 * \frac{1}{n} \sum_{i=1}^n x_i + 0.2 * x_{OCE} + 0.3 * x_{NPPI}$$

Thereafter, the Weighted Standard Deviation (S_d) of the quoted prices of all responsive tenders shall be determined using the following formula:

$$S_d = \sqrt{\frac{\sum_{i=1}^n (\bar{x} - x_i)^2}{n}}$$

Where:

- x_i = Quoted prices of tenderers
 - $\bar{x}$ = Weighted Average
 - n = Number of responsive tenderers.
- 47.3 Finally, the lower limit of acceptable prices shall be $[\bar{x} - S_d]$. Any tender quoted below this limit shall be considered as a significantly low-priced tender and shall be treated as financially non-responsive and rejected.
- 47.4 For determining the recent National Public Procurement Price Index, a national average percentage deviation for Physical Services procurement category shall be calculated from the e-GP system over a period of 28 days-consisting of the day of tender opening and the preceding 27 days.
- 47.5 To determine the NPPI, in all procurement processes (except for cases under the Limited Tendering Method in National procurement) where a Notice of Award has been issued during 28-days period, the percentage deviation between the officially estimated price and the awarded tender price shall

be calculated, and the national average of such deviations shall be determined.

X_{NPPI} shall be determined through multiplication between officially estimated price and NPPI derived from the e-GP system.

47.6 In the case of only one technically responsive tender, the above methodology shall not be applied; instead, the lowest evaluated price obtained shall be directly compared with the official cost estimate. If the deviation of the evaluated price of the responsive tender from the official estimate exceeds twenty percent (20%), such tender shall be deemed non-responsive. If the deviation of the evaluated price from the official cost estimate is twenty percent (20%) or less, the said tenderer may be recommended for issuance of the Notification of Award subject to successful Post-Qualification verification under ITT Sub Clause 51.

47.7 TEC may recommend to increase the amount of the Retention Money above the amounts as stated under ITT Sub Clause 62.1 but not exceeding twenty (20) percent of the Contract Price, if in the opinion of TEC, it is found that the Tender is unbalanced as a result of front loading or unbalanced item pricing.

48. Winning multiple Lots

48.1 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 48.2.

48.2 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 and post-qualification criteria as stated under ITT Clause 51.

49. Price Comparison

- 49.1 The lowest-priced Tender among the technically and financially responsive Tenders through ITT Clause 48 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 51.
- 49.2 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.
- 49.3 Where there is a tie in the lowest evaluated bid but no case of the collusive practice is identified, the bidder whose past performance under the Procuring Entity is superior shall be selected. In such a case, determining factors shall include: the history of timely completion of Physical Services within the original contract period, the imposition of liquidated damages for delay, termination of contracts due to fundamental breach of contract conditions, and records of quality and complaints due to the defects concerning the Physical Services performed.
- 49.4 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 49.3, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process, after consideration as to whether the Tenderer has demonstrated in its Tender superior past performance with the other Procuring Entities through the factors mentioned in ITT Sub Clause 49.3.
- 49.5 The successful Tenderer shall not be selected through lottery under any circumstances.

50. Negotiations

- 50.1 Negotiations shall be held subject to successful Post-Qualification as mentioned in ITT Clause 51 on technical aspects with the successful Tenderer at the address indicated in the **TDS** by the TEC.
- 50.2 In negotiation meetings, the Tenderer has to ensure that all the Service equipment, management staff are available during the Service period. The TEC may ask for relevant documentary evidences regarding availability of such Personnel and equipment during the contract period.
- 50.3 No negotiations will take place on financial aspects against the contract.
- 50.4 TEC may review the Service Specifications as depicted in Section 7, delivery plan, contract duration, staffing plan, etc. and make any adjustment(s) if necessary to reflect in the contract. Negotiations may extend to specifying service details as much as possible without any impact on the total price.

- 50.5 TEC and the successful Tenderer shall, in order to conclude the negotiation, sign the agreed minutes of negotiations and initial the proposed draft Contract Agreement.
- 51. Post-qualification**
- 51.1 The determination on Post-Qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to ITT Clauses 25 and 27, clarifications in accordance with ITT Clause 43 and the qualification criteria indicated in ITT Clauses 12 to 17. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
- 51.2 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.
- 51.3 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.
- 51.4 In the event that the Tenderer with lowest evaluated Tender price fails the Post-qualification, the TEC shall make a similar determination for the Tenderer with the next lowest evaluated Tender price and so on from the remaining responsive Tenders, if the evaluated cost of the Tender is acceptable to the TEC.
- 52. Procuring Entity's Right to Accept any or to Reject Any or All Tenders**
- 52.1 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.
- 53. Rejection of All Tenders**
- 53.1 The Procuring Entity may, in the circumstances as stated under ITT Sub Clause 53.2 reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.
- 53.2 All Tenders can be rejected, if -
- (a) the price of the lowest evaluated Tender exceeds the official cost estimate, 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.

53.3 Notwithstanding anything contained in ITT Sub-Clause 53.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.

54. Informing Reasons for Rejection

54.1 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

55. Award Criteria

- 55.1 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.
- 55.2 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.

56. Notification of Award	56.1	The NOA, attaching the contract as per the sample (Form e-PPS3-8) 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; and (e) the date and time within which the Contract shall be signed.
	56.2	Until a formal contract is signed, the NOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties.
57. Reporting on Contract Awarding	57.1	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-PPS3-C 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.
58. Performance Security	58.1	Performance Security shall be provided by the successful Tenderer in BDT currency and in an amount as mentioned in the TDS .
	58.2	The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for Service Provider's failure to complete its obligations under the Contract.
	58.3	In the event a Government owned enterprise as stated under ITT Sub Clause 5.10 is the successful Tenderer, Performance Security, as stated under ITT Sub Clause 58.1, shall not be required and, in lieu, there shall be Retention Money at the rate of ten (10) percent from the payable invoices during Contract implementation.
59. Form and Time Limit for Furnishing of Performance Security	59.1	Performance Security, as stated under ITT Clause 58, may be in the form of a Bank Draft, or a Pay Order or an irrevocable unconditional Bank Guarantee in the format (Form e-PPS3-10), without any alteration, issued by any Scheduled Bank of Bangladesh acceptable to the Procuring Entity.
	59.2	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 58.1 and 59.1.

60. Validity of Performance Security	60.1	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.
61. Authenticity of Performance Security	61.1	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 or Bank Draft or irrevocable unconditional Bank Guarantee in specified format.
	61.2	In case of Performance Security being found unauthentic, measures shall be taken following ITT Sub Clause 4.4.
62. Retention Money and Contractual Security	62.1	Until the completion of all Physical Services, the Procuring Entity, if required in TDS in pursuant to ITT Sub Clause 62.5, shall deduct from each interim payment certificate, a retention amount at the percentage rate as mentioned in TDS . Such retained amounts shall be withheld from the sums otherwise payable to the Service Provider.
	62.2	The Performance Security mentioned in ITT Sub Clause 58.1 and the money to be retained as per ITT Sub Clause 62.1 will together be considered as the Contractual Security.
	62.3	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 62.4.
	62.4	The Procuring Entity shall increase the amount of the Retention Money as well as the Contractual Security on the recommendation of TEC above the amounts as stated under ITT Sub Clause 47.7.
	62.5	The Procuring Entity shall keep the option for retaining money from Service Provider's receivable amounts if such provision is deemed reasonable considering the nature of the physical services and the associated risks that the Procuring Entity may face.
63. Contract Signing	63.1	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.
	63.2	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. In the event the successful Tenderer is a JV, all partners of that JV must sign.
	63.3	Failure of the successful Tenderer to submit the Performance Security, as stated under ITT Sub Clause 58.1, or to sign the Contract, as stated under ITT Sub Clause 63.2, 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.

64. Notification of Contract Signing	64.1 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-PPS3-D 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.
65. Debriefing of Tenderers	65.1 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.
	65.2 In the case of debriefing, confidentiality of the evaluation process shall be maintained.
66. Adjudicator	66.1 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.
67. Right to Complain and appeal	67.1 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

<i>Instructions for completing TDS are provided in italics in parenthesis for the relevant ITT clauses</i>	
ITT Clause	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
	IFT IDENTIFICATION NO:
A. General	
ITT 1.1	The Procuring Entity is <i>[insert name of Procuring Entity]</i> Represented by <i>[insert name of the representative]</i>. The Name of the Service is: Brief Description: Tender Ref:
ITT 1.2	The Intended Completion Date of the Contract is <i>[insert date]</i> <i>[insert the same date as inserted in GCC Sub Clause 13.1 of the PCC]</i>
ITT 3.1	The source of public fund is <i>[state source, GOB or any other source of fund]</i>
ITT 3.3	The name of the Development Partner is <i>[state name of Development Partner]</i>
ITT 5.1	This Invitation for Tenders is open to all Tenderers. <i>[for Open Tendering Method]</i> Or, This Invitation for Tenders is open only to the enlisted Tenderers. <i>[for Limited Tendering Method with enlisted Tenderers]</i> <i>[Please note that LTM Tenders in physical services are applicable for a procurement package having OCE price more than BDT 50.0 Lac]</i> <i>[delete as appropriate]</i>
ITT 5.10	Tenderers shall have the following up to date valid License <i>[state License from Department of Inspection for Factories and Establishments (DIFE) or any other licenses as may be required for any particular procurement other.]</i> <i>[state "none" if not applicable]</i>
ITT 6.1	Materials, Equipment and associated services from the following countries are not eligible: <i>[state the name of countries]</i>
C. Qualification Criteria	

ITT 12.1(a)	The minimum number of years of general experience of the Tenderer in contracting industries in public sector as Prime Service Provider/Sub Contractor shall be [<i>state number</i>] years [<i>a minimum of three (3) years would be deemed reasonable; years counting backward from the date of publication of IFT in the newspaper</i>]														
ITT 12.1(b)	The minimum specific experience as a Service Provider (Prime or Sub Contractor) in providing physical service of at least ONE contract of similar nature and complexity completed over a period of [<i>insert number</i>] years with a value of at least of BDT [<i>insert amount</i>] shall be required. [PE is required to specify here the nature, physical size, complexity, or other characteristics satisfying the requirements for similarity within the scope of the proposed Physical Service] [<i>The timeline of previous experience could be the last five (5) years or ten (10) years or even more considering the speciality of any procurement, as appropriate; years counting backward from the date of publication of IFT in the newspaper</i>] [<i>the minimum value of the similar Service under a single contract is recommended to be between 40 and 75 percent of the estimated cost of the proposed service</i>]														
ITT 13.1(a)	The required average annual turnover of the Tenderer shall be at least of the amount of BDT[<i>insert amount</i>] over the last three financial years. [<i>the required average annual turn-over is recommended to be the same as the estimated annual cash flow for the Contract; however, the multiplier may vary from 0.4 to 0.75, the larger the Contract size the lesser the multiplier should be.</i> [Example: <table><tr><td><i>Estimated Contract Value:</i></td><td><i>BDT 3 crore</i></td></tr><tr><td><i>Contract period:</i></td><td><i>24 months</i></td></tr><tr><td><i>Estimated Annual Cash Flow:</i></td><td><i>BDT 1.5 crore</i></td></tr><tr><td><i>Required average annual turnover:</i></td><td><i>BDT 0.75 crore, using a multiplier of 0.5]</i></td></tr></table>			<i>Estimated Contract Value:</i>	<i>BDT 3 crore</i>	<i>Contract period:</i>	<i>24 months</i>	<i>Estimated Annual Cash Flow:</i>	<i>BDT 1.5 crore</i>	<i>Required average annual turnover:</i>	<i>BDT 0.75 crore, using a multiplier of 0.5]</i>				
<i>Estimated Contract Value:</i>	<i>BDT 3 crore</i>														
<i>Contract period:</i>	<i>24 months</i>														
<i>Estimated Annual Cash Flow:</i>	<i>BDT 1.5 crore</i>														
<i>Required average annual turnover:</i>	<i>BDT 0.75 crore, using a multiplier of 0.5]</i>														
ITT 13.1(b)	The minimum amount of financial resources as liquid asset or working capital or credit line(s) or specific credit commitment or in any combination of them, of the Tenderers shall be BDT [<i>state amount</i>] [<i>usually the required liquid asset is the equivalent of 2-6 months payment flow at the average performance rate (straight line distribution), accessible or available after considering the financial requirements of existing commitments. The actual period will depend on the speed with which the Procuring Entity will pay the Service Provider's monthly certificate, allowing time to prepare an invoice, for the Project Manager's time to certify it, and at least one-month contingency for preparing the cheque and making actual payment]</i> Example: <table><tr><td><i>Contract Value:</i></td><td><i>BDT 5 Crore</i></td></tr><tr><td><i>Contract period:</i></td><td><i>24 months</i></td></tr><tr><td><i>Assuming service time:</i></td><td><i>1 months</i></td></tr><tr><td><i>Invoice period:</i></td><td><i>0.25 month</i></td></tr><tr><td><i>Certification Time:</i></td><td><i>0.25 month</i></td></tr><tr><td><i>Contingency Time:</i></td><td><i>0.5 month</i></td></tr></table> <i>Therefore, the minimum required liquid asset will be little more than BDT0.416 Crore say BDT. 40 Lacs, i.e. 2 months cash flow based on the above assumptions.]</i>			<i>Contract Value:</i>	<i>BDT 5 Crore</i>	<i>Contract period:</i>	<i>24 months</i>	<i>Assuming service time:</i>	<i>1 months</i>	<i>Invoice period:</i>	<i>0.25 month</i>	<i>Certification Time:</i>	<i>0.25 month</i>	<i>Contingency Time:</i>	<i>0.5 month</i>
<i>Contract Value:</i>	<i>BDT 5 Crore</i>														
<i>Contract period:</i>	<i>24 months</i>														
<i>Assuming service time:</i>	<i>1 months</i>														
<i>Invoice period:</i>	<i>0.25 month</i>														
<i>Certification Time:</i>	<i>0.25 month</i>														
<i>Contingency Time:</i>	<i>0.5 month</i>														
ITT 14.1	A Contract Supervisor, relevant service expert and other management staff shall have the following qualifications and experience: <table><tr><td></td><td>Qualifications</td><td>Total Work Experience (years)</td><td>In Similar Work Experience(years)</td></tr><tr><td>Contract Supervisor</td><td>PE to decide rationally</td><td>PE to decide rationally</td><td>PE to decide rationally</td></tr></table>				Qualifications	Total Work Experience (years)	In Similar Work Experience(years)	Contract Supervisor	PE to decide rationally	PE to decide rationally	PE to decide rationally				
	Qualifications	Total Work Experience (years)	In Similar Work Experience(years)												
Contract Supervisor	PE to decide rationally	PE to decide rationally	PE to decide rationally												

	[Event Planner]	PE to decide rationally	PE to decide rationally	PE to decide rationally
	[Other positions as per requirements of any particular service]	PE to decide rationally	PE to decide rationally	PE to decide rationally
ITT 15.1	The Tenderer shall own or have proven access to hire or lease of the major Service equipment, in full working order as follows as per requirement of Section 7 :			
	No	Equipment Type and Characteristics	Minimum Number Required	Source of Availability (owned/hired/leased)
	[If not applicable, please mention 'Not applicable']			
ITT 16.1	Tenders are allowed to form Joint Ventures to participate in this tendering process. Or, Tenders are not allowed to form Joint Ventures to participate in this tendering process. <i>[Delete the other option keeping the applicable option]</i> <i>[Joint Ventures shall not be allowed if Official Cost Estimate is below BDT 50 Lac]</i> The value of non-judicial stamp for execution of the Joint Venture Agreement shall be BDT 300 only			

ITT 16.2	The minimum qualification requirements of Lead Partner, other Partner(s) and requirements by summation of a JV shall be as follows:			
	ITT Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)
	ITT-13.1(a)	Summation not applicable	Same as stated in TDS	Same as for Leading Partner
	ITT-13.1(b)	100% (summation of different contracts)	At least one Contract	Minimum requirement not applicable
	ITT-14.1(b)	100%	40%	25%
	ITT-14.1(c)	100%	40%	25%
	ITT-14.1(d)	100%	40%	25%

	ITT-15.1	100%	Minimum requirement not applicable	Minimum requirement not applicable
	ITT-16.1	100%	Minimum requirement not applicable	Minimum requirement not applicable
	ITT-17.5	100%	Maximum among the Partners	Minimum 25%
<i>[it is suggested that the Procuring Entity adheres to the above proportion of minimum qualifying requirements to meet the specific procurement needs. Percent share of business of the JV partners shall not be considered in determining the qualifications of a JV]</i>				
<i>[Delete the clause if is not applicable]</i>				
ITT 17.4	The Nominated Subcontractor(s) named [insert name(s)] shall execute the following specific components of the proposed Physical Services: [state the components of the proposed Services; if not applicable state 'none']			
D. Tender Preparation				
ITT 21.1(f)	Income Tax Assessment Year shall be [insert assessment year]; <i>[The Assessment Year (AY) shall be the immediate past Assessment Year of the Financial Year in which the Tender is invited. For example, if the Tender is invited in the Financial Year 2025-2026, the AY shall be 2023-2024]</i>			
ITT 21.1(i)	The Tenderer shall submit with its Tender the following additional documents: <i>Performance Statement of the capital equipment in Bangladesh may be necessary and may be requested. if no other documents are required then specify "none"</i>			
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 past one year. <i>[This requirement is not applicable whenever a Tenderer is not showing working capital]</i>			
ITT 28.1	The Tender Validity period shall be [insert number] days. <i>[normally sixty (60) to One hundred and fifty (150) days deemed reasonable depending on its complexity]</i>			
ITT 29.1	The amount of the Tender Security shall be BDT. [insert amount] in favour of [insert the name of the beneficiary]			
F. Tender Opening and Evaluation				
ITT 50.1	Negotiation shall take place at..... <i>[address of negotiation meeting to be mentioned here....]</i>			
G. Contract Award				
ITT 58.1	Performance Security shall be provided by the successful Tenderer in BDT currency, at the rate of five (5) percent of the contract price.			
ITT 59.2	The successful Tenderer shall furnish the Performance Security for the due performance of the Contract within [mention number of working days as per Rule			

	123(5) of the PPR 2025: 7/10/14] working days of issuance of the Notification of Award (NoA). <i>[Within seven (7) working days, where the estimated cost does not exceed BDT 50 million (Taka five crore);</i> <i>Within ten (10) working days, where the estimated cost exceeds BDT 50 million (Taka five crore) but does not exceed BDT 250 million (Taka twenty-five crore);</i> <i>Within fourteen (14) working days, where the estimated cost exceeds BDT 250 million (Taka twenty-five crore).]</i>
ITT 62.1	➤ Retention Money shall not be required. Or, ➤ Money shall be retained from each interim payment certificate payable to the Service Provider in BDT currency If no frontloading or unbalanced item-pricing is found in the Tenderer's price, the Procuring Entity shall deduct at the rate of <i>five (5) percent</i> of the contract price from each interim payment certificate as Retention Money. Or, If frontloading or unbalanced is found in the Tenderer's price, the Procuring Entity shall deduct at the rate of <i>[please mention the rate]</i> from each interim payment certificate as Retention Money if such recommendation is made by the TEC as per ITT Sub Clause 62.4. <i>[Delete the other option above keeping the applicable option in the context of ITT Sub Clause 62.5]</i>
ITT 62.3	The Contractual Security against the contract shall not go beyond ten (10) percent of the contract price.
ITT 63.2	The successful Tenderer shall sign the contract with the Procuring Entity within [mention number of days as per Rule 123(9) of the PPR 2025: 14/21/28] days of issuance of the Notification of Award (NoA). <i>[• Within fourteen (14) days, where the estimated cost does not exceed BDT 50 million (Taka five crore);</i> <i>• Within twenty-one (21) days, where the estimated cost exceeds BDT 50 million (Taka five crore) but does not exceed BDT 250 million (Taka twenty-five crore);</i> <i>• Within twenty-eight (28) days, where the estimated cost exceeds BDT 250 million (Taka twenty-five crore).]</i>
ITT 66.1	The Adjudicator proposed by the Procuring Entity is <i>[insert name and address]</i>. The hourly fee shall be BDT <i>[state amount]</i> and the reimbursable expenses shall be limited to <i>[state nature of reimbursable expenses, and limitations in value, if any]</i> The biographical data of the Adjudicator is: <i>[provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary]</i>

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 meanings hereby assigned to them. Boldface type is used to identify the defined terms:

(a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services;

(b) **Appropriate Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;

(c) **Completion** means the fulfilment of the Services by the Service Provider in accordance with the terms and conditions set forth in the Contract;

(d) **Completion Date** is the date of actual completion of the fulfilment of the Services certified by the Employer, in accordance with GCC Clause 45.1;

(e) **Contract Agreement** means the Agreement entered into between the Employer and the Service Provider together with the Contract Documents;

(f) **Contract Documents** means the documents listed in the Agreement, including any Addendum thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices;

(g) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 37.1;

(h) **Day** means calendar day unless otherwise specified as working days;

(i) **Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 12.1;

(j) **Employer** is the party named in the PCC who engages the Service Provider to perform the Services;

(k) **Force Majeure** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not

include insufficiency of funds or failure to make any payment required hereunder;

(l) GCC means the General Conditions of Contract;

(m) Government means the Government of the People's Republic of Bangladesh;

(n) Intended Completion Date is the date on which it is intended that the Service Provider shall complete the Services as specified in the **PCC**;

(o) Month means calendar month;

(p) Party means the Employer or the Service Provider, as the case may be, and **"Parties"** means both of them;

(q) Personnel means professionals and support staff provided by the Service Provider and, assigned to perform the Services or any part thereof;

(r) Reimbursable expenses mean all assignment-related costs other than Service Provider's remuneration.

(s) Remuneration means all costs related to payments of fees to the Service Provider for the time spent by the professional and other staff on assignment related activities;

(t) PCC means the Particular Conditions of Contract by which the GCC may be amended or supplemented;

(u) Services means the work to be performed by the Service Provider pursuant to this Contract, as described in **Appendices A to E** of the Contract Agreement;

(v) Service Provider is a Person or a corporate body whose tender to provide the Services has been accepted by the Employer and as specified in the PCC;

(w) Service Personnel means Bangladeshi citizens engaged for providing services as specified under the Outsourcing Policy of the Bangladesh Government.

(x) Third Party means any person or entity other than the Government, the Employer and the Service Provider;

(y) Writing means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Communications & Notices

2.1 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**.

2.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

3. Governing Law

3.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.

4. Governing Language	4.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or <i>Bangla</i>. 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. 4.2 The Service Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
5. Documents Forming the Contract and Priority of Documents	5.1 The following documents forming the Contract shall be interpreted in the following order of priority: (a) the signed Contract Agreement (Form e-PPS3-9); (b) the Notification of Award (e-PPS3-8); (c) the completed Tender and the Appendices to the Tender; (d) the Particular Conditions of Contract; (e) the General Conditions of Contract; (f) the Performance Specifications and Drawings (if any) (g) the priced Activity Schedules (h) Draft Negotiated Agreement (i) any other document listed in the PCC forming part of the Contract.
6. Scope of Services	6.1 The Services to be rendered and completed shall be as specified in the Activity Schedule and Performance Specifications. 6.2 Unless otherwise stipulated in the Contract, the Services shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for completion of the Services as if such items were expressly mentioned in the Contract.
7. Assignment	7.1 The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Service Provider's rights, claims or obligations under this Contract.
8. Eligibility	8.1 The Service Provider and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC 8.2 All materials, equipment, plant, and supplies used by the Contractor in both permanent and temporary works and services supplied under the Contract shall have their origin in the countries except any specified in the PCC.

9. Taxes and Duties

- 9.1 The Service Provider shall be entirely responsible for all applicable taxes, custom duties, other levies imposed or incurred inside and outside Bangladesh.
- 9.2 The Service Provider is subjected to local Taxes as per the applicable Law. Income Tax deducted at Source shall only be applicable upon the Service Provider's commission part.
- 9.3 The Service Provider and his/her deployed service personnel are subjected to VAT on amounts payable by the client as per the applicable Law which will be deducted at source.

10. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices

- 10.1 The Government requires that the Employer as well as the Tenderers and Service providers (including service personnel) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
- 10.2 For the purposes of GCC Sub Clause 10.3, 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 Employer or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Employer in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Employer. It shall also include any involvement of the Employer 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 Employer 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 Employer 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.
- 10.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind be determined by the Employer or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Section 64 of the Public Procurement Act 2006 and Rule 149 of the Public Procurement Rules, 2025.
- 10.4 If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind is determined by the Employer against the Service provider in executing, a contract under public fund:
- (a) Employer shall take initiative to terminate the contract without any prejudice to any other concerns;
 - (b) Employer shall reject any recommendation for award that had been proposed for that concerned Tenderer;
 - (c) Employer 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) Employer shall suspend the concerned Tenderer from participating in any other procurement proceedings within the PE organization for the period of finalizing the debarment process;
- 10.5 The Service Provider shall be aware of the provisions on corrupt, fraudulent, collusive, coercive and obstructive practices of the Public Procurement Act, 2006 and the Public Procurement Rules, 2025.
- 10.6 In further pursuance of this policy, Tenderers, service providers, service personnel shall permit the Government, the BPPA 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 or monitored by the BPPA during the procurement and contract performance.

B. Commencement, Completion and Modification

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|--|------|---|
| 11. Program | 11.1 | Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the arrangements, order and timing for all personnel to be deployed. The Services shall be carried out in accordance with the approved Program as updated. |
| 12. Effectiveness of Contract | 12.1 | The Contract shall come into force on the date the Contract is signed by both Parties or such any other date as specified in the PCC . |
| 13. Start Date | 13.1 | The Service Provider shall commence carrying out the Services not later than the number of days as specified in the PCC , after the date the Contract becomes effective. |
| 14. Intended Completion Date | 14.1 | Unless terminated earlier pursuant to GCC Clauses 50 to 53, the Service Provider shall complete the activities by the Intended Completion Date as specified in the PCC . |
| 15. Modifications or Variations | 15.1 | The Employer may notify the Service Provider to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment. |
| | 15.2 | Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party. |

C. Service Provider's Personnel

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|-------------------------------------|------|--|
| 16. General | 16.1 | The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services under the Contract. |
| 17. Description of Personnel | 17.1 | The title, agreed job description, precise minimum qualification and period of engagement in carrying out of the Services of each of the Service Provider's Personnel are described in Appendix C , to the Contract. |
| | 17.2 | The periods of engagement of Personnel set forth in Appendix-C may be increased by agreement in writing between the Employer and the Service Provider, if additional service is required beyond the Scope of the Services specified in Appendix A to the Contract. In case that will cause |

payments under the Contract to exceed the ceiling set forth in GCC Sub Clause 37.1 of this Contract, this will follow procedures as stated under GCC Clause 15, including prior review where necessary.

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| 18. Approval of Personnel | 18.1 | The Employer shall approve the management personnel of the Service Provider who will be engaged for the supervisory and administrative purpose in execution of the Contract and listed by title as well as by name in Appendix C to the Contract. |
| 19. Removal and/or Replacement of Personnel | 19.1 | The Employer shall have the right to ask for replacement of any or all of the management personnel associated with this Contract. |
| | 19.2 | Except as the Employer may otherwise agree, no changes shall be made in the Personnel either the Service Personnel or the Management Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or higher qualifications acceptable to the Employer. |

D. Obligations of the Service Provider

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| 20. General | 20.1 | The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services and, shall at all times support and safeguard the Employer's legitimate interests in any dealings with Third Parties. |
| 21. Conflict of Interests | 21.1 | The Service Provider shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests, pursuant to Rule 71 of the Public Procurement Rules, 2025 including amendment thereto. |
| 22. Service Provider Not to Benefit from Commissions Discounts etc. | 22.1 | The Service Provider shall not accept, for their own benefit, any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Service Provider shall use their best efforts to ensure that any Personnel similarly shall not receive any such additional remuneration. |
| 23. Service Provider and Affiliates not to Engage in Certain Activities | 23.1 | The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the services or continuation thereof for any project resulting from or closely related to this service. |

24. Prohibition of Conflicting Activities	24.1	The Service Provider, during the term of this Contract, shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
25. Confidentiality	25.1	The Service Provider and the Personnel shall not at any time disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
26. Indemnification	26.1	The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's management personnel and other employees, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and workmen's compensation and liability arising out of any copyrighted material or other intellectual property by the Service Provider, its management personnel and other employees.
	26.2	The obligations as stated under GCC Sub Clause 26.1 shall not lapse upon conclusion or termination of this Contract provided that the Service provider is notified of such actions, claims, losses or damages not later than the number of months as specified in the PCC .
27. Accounting, Inspection and Auditing	27.1	The Service Provider shall (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof; and (b) periodically permit the Employer or its designated representative up to five (5) years from the conclusion or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Employer, if so required by the Employer.
28. Service Provider's Actions Requiring Employer's Prior Approval	28.1	The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions: (a) any change or addition to the Personnel listed in Appendix C to the Contract; (b) any change in the Activity Schedule (c) any services contrary to the Section 7: Service Specification and

(d) any other action that may be specified in the PCC.

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| 29. Reporting Obligations | 29.1 | The Service Provider shall submit to the Employer the reports and documents specified in Appendix B to the Contract hereto, in the form, in the numbers and within the time periods set forth in the Appendix B . |
| 30. Claim due to Non-performance | 30.1 | If the Service Provider fails to perform any contractual obligation within the timeline specified in the Employer's notice, damages for that non-performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of non-performance of Services assessed as described in GCC Sub Clause 49.1 and, as specified in the PCC . |
| 31. Performance Security | 31.1 | The Employer shall notify the Service Provider of any request made to the Bank issuing the Performance Security against any claim against the Service Provider. |
| | 31.2 | The Employer may claim against the security if any of the following events occurs for fourteen (14) days or more. <ul style="list-style-type: none">(a) The Service Provider is in breach of the Contract and the Employer has duly notified him or her; and(b) The Service Provider has not paid an amount due to the Employer and the Employer has duly notified him or her. |
| | 31.3 | In the event the Service Provider is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Employer may call the full amount of the Performance Security. |

E. Obligations of the Employer

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| 32. Assistance and Exemptions | 32.1 | The Employer shall use its best efforts to ensure that he/she/they shall: <ul style="list-style-type: none">(a) provide the Service Provider and Personnel with documents as shall be necessary to enable the Service Provider or Personnel to perform the Services;(b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;(c) assist the Service Provider in obtaining necessary licenses and permits needed to carry out the Services; and(d) provide to the Service Provider and Personnel any such other assistance as may be specified in the PCC. |
| 33. Change in the Applicable Law Related to Taxes | 33.1 | If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the Service Provider in performing the Services, then the amounts otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties |

hereto, and corresponding adjustments shall be made to the ceiling amount specified in GCC Sub Clause 37.1. In such cases, Service Provider's net receivable amount shall remain unchanged.

34. Services and Facilities

- 34.1 The Employer shall make available to the Service Provider, for the purposes of the Services, free of any charge, the services and facilities described in **Appendix E** to the Contract at the times and in the manner specified.

F. Payments to the Service Provider

35. Payment

- 35.1 In consideration of the Services performed by the Service Provider under this Contract, the Employer shall make to the Service Provider such payments and in such manner as stated under GCC Clauses 36 to 43.

36. Payment: General

- 36.1 Payments under this Contract shall be made either to the account of the Service Provider or to the individual Service Personnel's account as specified in the **PCC**.
- 36.2 Payment will be made individually to each deployed Service Personnel's individual account and Service Provider's commission to the Service Provider's Account as specified in GCC Sub Clause 36.1 by cross cheque or pay advice subjected to submitted and approved invoice as stated in GCC Sub Clause 38.1.

37. Contract Price

- 37.1 The Contract Price is set forth in the **PCC**.

38. Terms and Conditions of Payment

- 38.1 Payments in respect of the Services shall be made according to the payment schedule stated in the **PCC** after the conditions for such payment have been met, and the Service Provider has submitted an invoice, not later than three (3) days after the condition met, to the Employer specifying the amount due. The Employer shall pay the Service Provider within five (5) days after the receipt of the invoices.
- 38.2 In the event of termination of this Contract pursuant to GCC Clauses to 50 to 53, the Employer shall make the payments to the Service Provider for Services satisfactorily performed prior to the effective date of termination.

39. Payment for Additional Services

- 39.1 Payment for additional Services shall be made as agreed under GCC Sub Clause 15.

40. Interest on Delayed payment

- 40.1 If the Employer has delayed payment beyond twenty-eight (28) days after the due date, interest at the annual rate as specified in the **PCC** shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- 41.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease

41. Amendment to Contract	in original Contract price and any other changes duly approved under the Conditions of the Contract. 41.2 The Employer contracting shall amend the Contract incorporating the required approved changes subsequently introduced to the original Terms and Conditions of the Contract in line with the Rules.
42. Final Payment	42.1 The final payment under this Contract shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Service Provider and approved as satisfactory by the Employer.
43. Suspension of Payments	43.1 The Employer may, by written notice of suspension to the Service Provider, suspend all or part of the payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension: (a) shall specify the nature of the failure, and (b) shall request the Service Provider to remedy such failure within a period not exceeding fourteen (14) days after receipt by the Service Provider of such notice of suspension.
44. Release of Contractual Security	44.1 Upon the due and proper performance of all obligations by the Service Provider under this Contract, and upon the Employer's issuance of a written confirmation of satisfactory completion of the Services, the Contractual Securities (both of Performance Security furnished by the Service Provider and Money Retained, if any) shall become eligible for release. 44.2 The Employer shall not be obliged to return the Contractual Security unless and until it is satisfied that: (a) all Services as detailed in agreed specifications have been duly performed and all deliverables have been accepted without outstanding deficiencies; (b) the Service Provider has discharged all financial, administrative, and legal obligations arising under the Contract; (c) no claim, dispute, penalty, or demand for liquidated damages is pending or reasonably anticipated in connection with the Contract; and (d) all properties, documents, data, equipment, and materials supplied by the Client have been duly returned or accounted for. 44.3 In the event that any claim, dispute, or liability—whether actual, contingent, or anticipated—arises prior to the release of the Contractual Securities, the Client may, at its sole discretion, retain the whole or any portion of the said

security until such matter is finally resolved or settled to the satisfaction of the Client.

- 44.4 Subject to fulfillment of the above conditions, the Client shall process and return the Contractual Security to the Service Provider within **seven (7) days** from the date of issuance of the completion certificate or final acceptance of the Services, whichever is later but no later than the Security's validity date.

G. Time Control

45. Completion of Services

- 45.1 The Service Provider shall carry out the Services in accordance with the Programme submitted by the Service Provider, as updated with the approval of the Employer and complete them by the Intended Completion Date as stated under GCC Sub Clause 14.1.

46. Extension of the Intended Completion Date

- 46.1 In the event the Service Provider is unable to complete the assignment by the Intended Completion Date it may request the Employer to extend the Intended Completion Date giving reasons. The Employer shall extend the Intended Completion Date in the circumstances of Force Majeure defined under GCC Sub Clause 1.1 (k).
- 46.2 If the Service Provider considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 46.1, the Service Provider shall give notice, not later than fourteen (14) days after the Service Provider became aware or should have become aware of the event or circumstance, to the Employer. But, in exceptional cases, the request for extension can be submitted minimum twenty-one (21) days prior to the expiry of the intended completion date.
- 46.3 The Employer shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Service Provider asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.
- 46.4 The Employer may extend the Intended Completion Date by thirty (30) percent of the original Contract time as stated under GCC Sub Clause 46.1, if a Compensation Event occurs or Variation Order issued. which does not make it possible to complete the execution of works without incurring additional cost.
- 46.5 In the case an extension of the Intended Completion Date required under GCC Sub Clause 46.3 is or will be more than thirty (30) percent but not beyond one hundred (100) percent of the original Contract time, approval of the Head of the Employer or an officer authorized by him or her for the same shall be required.

	46.6	In exceptional cases, where an extension of the Intended Completion Date required under GCC Sub Clause 46.3 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.
47. Progress Meeting	47.1	The Employer and the Service Provider shall arrange progress meetings at regular intervals to review the progress and performance of the works.
48. Identifying Poor performances or non-performances	48.1	The principle and modalities of inspection of the Services by the Employer shall be as indicated in the PCC . The Employer shall check the Service Personnel's performance and notify him or her of any poor performances or non-performances that are found. Such checking shall not affect the Service Provider's responsibilities.
49. Correction of Poor performances or non-performances	49.1	If the Service Provider has not corrected any such poor performances or non-performances within the time specified in the Employer's notice, the Employer will assess the cost of such events, the Service Provider will pay this amount, and a Penalty for Poor or Non-performance calculated as described in GCC Sub Clause 30.1.

H. Termination

50. Termination for Default	50.1	The Employer or the Service Provider, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party. Fundamental breaches of the Contract shall include, but shall not be limited to, the following: i. the Service Provider stops delivery of services for fourteen (14) days when no stoppage of services is shown on the current Programme or the Service Provider stops works repeatedly without any valid ground and the stoppage has not been authorized by the Employer; ii. the Service Provider fails to commence the work within the Start date; iii. the Service Provider does not maintain a Security, which is required; iv. the Service Provider fails to comply with instructions of the Notice to Correct as specified in GCC Sub Clause 48.1; v. the Employer instructs the Service Provider to stop Services, and the instruction is not withdrawn within forty-two (42) days; vi. the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent or collusive or
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coercive or obstructive practices as defined in GCC Clause 10, in competing for or in executing the Contract.

- vii. A payment certified by the Employer is not paid by the Employer to the Service Provider within forty-two (42) days of the date of the Employer certificate.

51. Termination for Insolvency

51.1

The Employer and the Service Provider may at any time terminate the Contract by giving notice to the other party if:

- (a) the Employer becomes bankrupt or otherwise insolvent;
- (b) the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
- (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

52. Termination for Convenience

52.1

The Employer, by notice sent to the Service Provider, may in its sole discretion and for any reason whatsoever, 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 Employer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

53. Termination due to Force Majeure

53.1

The Employer and the Service Provider may at any time terminate the Contract by giving notice to the other party if, as the result of **Force Majeure**, the Service Provider is unable to perform a material portion of the Services for a period of not less than forty-two (42) days.

I. Settlement of Disputes

54. Amicable Settlement

54.1

The Employer and the Service Provider shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

55. Adjudication

55.1

If the Service Provider believes that a decision taken by the Employer was either outside the authority given to the Employer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator

within fourteen (14) days of notification of the Employer's decision in writing.

- 55.2 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.
- 55.3 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it.
- 55.4 The Service Provider shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the Employer shall reimburse half of these fees through the regular progress payments. Fees of the Adjudicator shall be as described in **PCC**.
- 55.5 Should If the Adjudicator resign or die, or should if the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, the Adjudicator shall be designated by the Appointing Authority within fourteen (14) days of receipt of a request from either party as stated under GCC Sub Clause 55.2.

56. Arbitration

- 56.1 If the parties are unable to reach a settlement as per GCC Clause 55 within twenty-eight (28) days from the date of decision made by the Adjudicator as per GCC Sub Clause 55.3, either party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 56.2.
- 56.2 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 (PCC)

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	IDENTIFICATION NO:
1.1 (j)	The Employer is: <i>[name, address and name of authorized representative]</i>
1.1 (n)	The Intended Completion Date is <i>[enter date]</i> from the date of signing of the contract.
1.1 (v)	The Service Provider is <i>[name, address and name of authorized representative]</i>
GCC 2.1	The addresses for Communications and Notices are: Employer : Attention : Facsimile : E-mail : Service Provider Attention : Facsimile : E-mail :
GCC 5.1(i)	Other documents forming part of the Contract are: <i>[list other documents viz. Schedule of Management Personnel, relevant correspondences between the Employer and the Service Provider prior to signing of the Contract agreement etc]</i>
GCC 8.1	The Contractor or the Subcontractor that is a national of, or registered in, the following countries are not eligible: <i>[state countries, if applicable]</i>
GCC 8.2	Materials, Equipment Plants and supplies shall not have their origin in the following countries: <i>[state countries, if applicable]</i>

GCC 12.1	The date on which this Contract shall come into force is on the date the Contract is signed by both parties <i>[insert date]</i>. [usually the date on which the Contract is signed or a date after any conditions of effectiveness of the Contract are met]
GCC 13.1	The Start Date for commencement of Services shall be (mention the number of days) after the date the Contract becomes effective. [usually days can be set between seven (7) and twenty-one (21)]
GCC 14.1	The Intended Completion Date of the Contract is <i>[insert date]</i> [the date shall cover the Contract period counting from the date the Contract becomes effective]
GCC 26.2	The Service Provider is notified of such actions, claims, losses or damages not later than <i>[insert number]</i> after conclusion or termination of the Services. [usually months are set at between three (3) and six (6); may be more if deemed appropriate]
GCC 28.1(d)	The Service Provider shall obtain the Employer's prior approval in writing.... <i>[List other activities that would require Employer's prior approval]</i>
GCC 30.1	The percentage of the cost of non-performance or poor performances of Services assessed to be used for the calculation of non-performance or poor performances Penalty (ies) is <i>[insert percentage]</i> [usually the percentage is set at between fifteen (15) and twenty-five (25); the Employer should however make its own judgement depending on the nature of the Services]
GCC 32.1(d)	Assistance and exemptions for carrying out the Services to be provided by the Employer are: <i>[List here any other assistance and exemptions to be provided by the Employer. If there is no such other assistance and exemptions, then state 'none']</i>.
GCC 36.1	The particulars of the Bank Account nominated are as follows: Title of the Account: <i>[insert title to whom the Contract awarded]</i> Name of the Bank : <i>[insert name with code, if any]</i> Name of the Branch : <i>[insert branch name with code ,if any]</i> Account Number : <i>[insert number]</i> Address : <i>[insert location with district]</i> Tel: e-mail address: [information furnished by the Service Provider shall be substantiated by the concerned Bank and authenticated by the Employer] [Individual bank account of Service Personnel (for each and every) shall have to be provided as well]
GCC 37.1	The Contract ceiling amount is: <i>[insert Contract amount in BDT]</i>

GCC 38.1	Payments shall be made in line with performed services or agreed-on outputs in accordance with the Services performed, subject to certification by the Employer, that the Services have been rendered satisfactorily. <i>[Both Entities may agree on payments on time-based manner or milestone-based payment as being detailed here]</i>
GCC 40.1	The Service Provider shall be entitled to receive interests or financing charges for delayed payment during the period of delay at the rate of <i>[insert percentage]</i> <i>[usually the percentage is set at the prevailing annual rate of interest for commercial borrowing established in the country]</i> <i>[Mention 'not applicable' if this clause is opted out.]</i>
GCC 48.1	The principle and modalities of inspection of the Services by the Employer are as follows: <i>[insert as appropriate]</i>
GCC 55.2	The Adjudicator jointly appointed by the parties is: Name: Phone no: In case of disagreement between the parties at the subsequent stage, the Appointing Authority for the Adjudicator is the President of the Institution of Engineers, Bangladesh.
GCC 55.4	The Adjudicator will be paid at the rate of Tk (mention the amount in figures and words) per hour of work.
GCC 56.2	The place of Arbitration is: <i>[insert the place & may be with address]</i>

Section 5: Tender and Contract Forms

Form	Title
Tender Forms	
e-PPS3-1	Tender Submission Letter
e-PPS3-2	Tenderer Information
e-PPS3-3	JV Partner Information (<i>if applicable</i>)
e-PPS3-4	Subcontractor Information (<i>if applicable</i>)
e-PPS3-5	Personnel Information
e-PPS3-6	Bank Guarantee for Tender Security (<i>when this option is chosen</i>)
e-PPS3-7	Bank's Letter of Commitment for Line of Credit (<i>when this option is chosen</i>)
Contract Forms	
e-PPS3-8	Notification of Award
e-PPS3-9	Contract Agreement
e-PPS3-10	Bank Guarantee for Performance Security
e-PPS3-11	Contract Amendment

Forms e-PPS3-1 to e-PPS3-7 are the contents of the Tender Forms and should be completed as stated in ITT Clauses 23.

Forms e-PPS3-8 to e-PPS3-11 are the contents of the Contract Forms as stated in GCC Clause 6.

Tender Submission Letter (Form e-PPS3-1)

[This format shall be completed and signed by the Tenderer or his/her Authorised Signatory, without alterations, on the e-GP System]

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

In accordance with ITT Clause 23 and 24, the discount shall be equally applicable on all the items of BOQ 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 Sub Clause 29.1) 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 under ITT Sub Clause 59.2 in the amount stated in the Tender Data Sheet (ITT Sub Clause 58.1) and in the form specified in the Tender Data Sheet (ITT Sub Clause 59.1) valid for a period of twenty-eight (28) days beyond the date of issue of the Completion Certificate of the Physical Services;
- (d) we have examined and have no reservations to the Tender Document including Addendum issued in accordance with the Instructions to Tenderers (ITT Clause 10);
- (e) we, including as applicable, any JV partner or 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, including as applicable as a sole Tenderer are submitting this Tender in accordance with ITT Sub Clause 18.1;
- (g) we, including as applicable as a JV Partner are submitting this Tender, forming the other partners of JV through e-GP System in accordance with ITT Clause 16;
- (h) we 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 5.15;
- (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 Physical Services, in accordance with ITT Clause 17.1;
- (k) we confirm that we are not currently suspended or debarred in connection with ITT Clause 5.6,
- (l) we are not participating as Tenderer in more than one Tender in this Tendering process. We understand that your Notification of Award through e-GP System 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 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 5.7;
- (n) we 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 52.
- (p) The total price of our Tender is mentioned in the Grand summary as auto-generated by the e-GP system.

Attachment:

[ITT Sub Clause 25.2(b)]

Copy of the JV Agreement / Letter of Intent to form JV with draft proposed Agreement, as applicable.

Tenderer Information (Form e-PPS3-2)

[This Form should be completed only by the Tenderer, preferably on e-GP System]

1. Eligibility Information of the Tenderer [ITT Clauses 5 & 25]					
1.1	Nationality of individual				
1.2	Tenderer's legal title				
1.3	Tenderer's registered address				
1.4	Tenderer's legal status <i>[complete the relevant box]</i>				
	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, if any				
	Address				
	Telephone numbers				
	e-mail address				
1.7	Tenderer to attach photocopies of the original documents mentioned aside			[All documents required under ITT Clauses 5 and 25]	
1.8	Tenderer's Value Added Tax Registration (VAT) Number				
1.9	Tenderer's Tax Identification Number(TIN)				
2. Qualification Information of the Tenderer [ITT Clause 27]					
2.1	General Experience in Physical Services of Tenderer				
	Start Month Year	End Month Year	Years	Contract No and Name of Contract Name and Address of Procuring Entity Brief description of Services	Role of Tenderer [Prime/Sub Contractor]
2.2	Specific Experience in Physical Services of Tenderer Completed Contracts of similar nature, complexity and methods/technology				

Contract No Name of Contract		[insert reference no] of [insert year] [insert name]			
Role in Contract <i>[tick relevant box].</i>		Prime Service Provider		Subcontractor	
Award date Completion date Total Contract Value		[insert date] [insert date] [insert amount]			
Procuring Entity's Name Address Tel / <u>e-mail</u> Brief justifications of the similarity		[state justification in support of its similarity compared to the proposed Services]			
2.3	Annual Turn Over of the Tenderer [ITT Sub Clause 13.1(a)] <i>[total certified payments received for contracts in progress or completed for each year]</i>				
	Year	Amount in BDT			
2.4	Financial Resources available to meet the cash flow for performance of Services [ITT Sub Clause 13.1(b)]				
	No	Source of Financing			BDT Amount Available
In order to confirm the above statements, the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 27.1(c)& (d).					
2.5	Contact Details [ITT Sub Clause 24.1 (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				
2.6	Qualifications and experience of Contract Supervisor proposed for Contract administration and management [ITT Sub Clause 24.1(e)]				
	Name	Position	Qualifications	Years of Experience	
				Total Works Experience	Similar Works Experience
<i>[Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form e-PPS3-3)]</i>					
2.7	Equipment proposed to carry out the Contract [ITT Sub Clause 27.1(f)]				
	Item of Equipment	Condition (new, good, average, poor)		Owned, leased or to be purchased (state owner, lessor or seller)	
<i>[Tenderer to list details of each item of major equipment, as applicable]</i>					

JV Partner Information (Form e-PPS3-3)

[This Form should be completed and signed by each JV partner without alterations, preferably on e-GP System]

1.	Eligibility Information of the JV Partner [ITT –Clauses 5 & 25]	
1.1	Nationality of individual or country of registration	
1.2	JV Partner's legal title	
1.3	JV Partner's registered address	
1.4	JV Partner's legal status <i>[complete the relevant box]</i>	
	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	JV Partner's year of registration	
1.6	JV Partner's authorised representative details	
	Name	
	National ID number	
	Address	
	Telephone numbers	
	e-mail address	
1.8	JV Partner to attach photocopies of the original documents mentioned aside	[All documents required under ITT Clauses 5 and 25]
The following two information are applicable for national JV Partners only		
1.9	JV Partner's Value Added Tax Registration (VAT) Number	

1.10	JV Partner's Tax Identification Number (TIN)		
[The foreign JV Partners, 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 joint ventured, if it can be specified [ITT Clause 16]			
	Elements of Activity	Brief description of Activity	
3. Qualification Information of the JV Partners [ITT Clause 27]			
3.1	General Experience in providing Physical Services of JV Partners [State years of experience]		
3.2	Specific Experience in providing Physical Services of JV Partners Completed Contracts of similar nature, complexity and methods/technology		
	Contract No	[insert reference no] of [insert year]	
	Name of Contract	[insert name]	
	Role in Contract <i>[tick relevant box].</i>	Prime Service Provider	Subcontractor
	Award date	[insert date]	
	Completion date	[insert date]	
	Total Contract Value	[insert amount]	
	Procuring Entity's Name Address Tel <u>e-mail</u> 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 Physical Services]	

3.3 Average Annual Turnover

[Select one option from below and delete the italics]

[Option 1: Based on Profit and Loss Account or Audit Report duly conducted by Registered Chartered Accountancy Firm, Exchange Rate shall be rate at the end of the period reported by the concerned central bank of the country]

Period or Year	Amount and Currency	Amount in Equivalent BDT.
1	2	3

Option 2: Based on total certified payments received for contracts in progress or completed under public sector for a period as stated under ITT Sub Clause 14.1(a) [applicable for local tenderer]

Sl.	Period or Year	Tender ID or Ref. No.	Received Date	Amount	Business Share	Turnover
1	2	3	4	5	6	7
					Total	
					AACT	

3.4	Liquid assets available to meet the cash flow [ITT Sub Clause 13.1(b)]			
	No	Source of Financing		Amount Available
In order to confirm the above statements, the JV Partners shall submit, as applicable, the documents mentioned in ITT Sub Clause 27.1(c)				
3.5	Contact Details [ITT Sub Clause 27.1 (g)]			
	Name, address, and other contact details of JV Partner's Bankers and other Procuring Entity(s) that may provide references, if contacted by this Procuring Entity			
3.6	Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management [ITT Sub Clause 27.1(e)]			
	Name	Position	Years of General Experience	Years of Specific Experience
[JV Partners to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form e-PPS3-5)]				
3.7	Major Equipment proposed to carry out the Contract [ITT Sub Clause 27.1(f)]			
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lessor or seller)	
[Tenderer to list details of each item of major equipment, as applicable]				

Subcontractor Information Form (Form e-PPS3-4)

[This Form should be completed and signed by each Subcontractor, without alterations, preferably on e-GP System]

1.	Eligibility Information of the Subcontractor [<i>ITT –Clauses 5 & 25</i>]	
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 [<i>complete the relevant box</i>]	
	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 17.1]			
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		

Personnel Information Sheet (Form e-PPS3-5)

[This Form should be completed for each person proposed by the Tenderer in Form e-PPS3-2]

A. Proposed Position (tick the relevant box)			
☐ Contract Supervisor		☐ Key Management Personnel	
B. Personal Data			
Name:			
Date of Birth:			
Years of works experience:			
National ID Number, if any:			
Years of Employment with the Tenderer:			
Professional Qualifications:			
C. Present Employment <i>[to be completed only if not employed by the Tenderer]</i>			
Name of the Employer:			
Address of the Employer:			
Present Job Title:			
Years with the present Employer:			
Tel No:			e-mail address:
Contact <i>[manager/personnel officer]</i> :			
D. Professional Experience (Not Applicable)			
Summarise professional experience over the last ten (10) years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project			
	From	To	Company / Project / Position / Relevant Experience
1			
2			

____(Name and Signature of the Proposed Personnel)

Bank Guarantee for Tender Security (Form e-PPS3-6)

[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Clause 29 & 30]

Invitation for Tender No:

Date:

Tender Package No:

To:

Name and address of the Procuring Entity

TENDER GUARANTEE No:

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 performance of the Services of *[description of Services]* 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 undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of BDT *[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) has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security; or
- (b) failed to furnish Performance Security within the period stipulated in the NOA tenderer's submitted Performance Security has been found unauthentic; or
- (c) refused to sign the Contract Agreement by the time specified in the NOA; or
- (d) did not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT.
- (e) 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.

Name and Signature

Name and Signature

Letter of Commitment for Bank's undertaking for Line of Credit (Form e-PPS3-7)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 27.1 (d)]

Invitation for Tender No:

Date:

Tender Package No:

Lot No (*when applicable*)

To:

[Name and address of the Procuring Entity]

CREDIT COMMITMENT 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 Services of *[description of Services]* 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 delivery of the Services viz. *[insert name of Services]*, 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 "Completion Certificate" by the Procuring Entity.

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

Signature

Signature

Notification of Award (Form e-PPS3-8)

Contract No:

Date:

To:

[Name of the Service Provider]

This is to notify you that your Tender dated *[insert date]* for the performance of Services for *[name of project/Contract]* for the Contract price of BDT *[insert amount in figures and in words]*, as corrected and modified 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 BDT *[state amount in figures and words]*, within *[mention number of days as per Rule 123(5)]* 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 59.
- ii. sign the Contract within *[mention number of days as per Rule 123(9)]* 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 63.

You may proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents 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 signature and return.

Signed

Duly authorised to sign for and on behalf
of *[insert name of Procuring Entity]*

Date:

Contract Agreement (Form e-PPS3-9)

THIS AGREEMENT made on this *[day]* day of *[month]*/*[year]* between *[name and address of Employer]* (hereinafter called "the Employer") of the one part and *[name and address of the Service Provider]* (hereinafter called "the Service Provider") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain Services named *[brief description of Service]* and has accepted the Tender submitted by the Tenderer for providing those Services 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 Service Provider's completed Tender
 - (d) the Particular Conditions of Contract
 - (e) the General Conditions of Contract
 - (f) the Performance Specifications
 - (g) the priced Activity Schedule
 - (h) any other document listed in the PCC forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to provide and complete the services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Service Provider in consideration of the performance and completion of the 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 first written above.

For the Employer

For the Service Provider

Signature

Name

National ID No.

Title

In the presence of

Name

Address

Bank Guarantee for Performance Security (Form e-PPS3-10)

[This is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 58 & 59]

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No:

We have been informed that *[insert name of the Service Provider]* (hereinafter called “the Service Provider”) has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called “the Contract”), the performance of Service *[description of Services]* 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 Service Provider, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of BDT *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Service Provider 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.

Name and Signature

Name and Signature

Contract Amendment (Form e-PPS3-11)

[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 Service Provider's legal title] for the contract named [insert name of the Works and physical services] 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 Service Provider have signed this Amendment.

[Service Provider's Authorized Signatory]
Signature]

[Procuring Entity's Authorized

Signature

Signature

Title

Date

Title

Date

Section 6. Activity Schedule

(ITT Clause 22)

[This is a Sample Format. The Procuring Entity may require customizing this Format to fit in the Service specific needs. *Refer to Explanatory Notes]

Item No	Description of Items of Service (in sufficient details)	Unit ²	Quantity ³	Unit Rate in BDT	Amount in BDT
				<u>in figure</u> <u>in words</u>	
To be filled in by the Procuring Entity				To be filled in by the Tenderer	
1	Mobilization and Demobilization Costs	LS	1 Item		
2	Service Equipment				
	(a)	No			
	(b)	No			
	(c)	LS			
3	Contract Supervisor	Person-month			
4	Any other Managerial Staff	Person-month			
5	(mention as per the type of service)	Number-month			
6	Consumables (Mention as per requirement of type of service)	LS			
	i.	No			
	ii.	LS			
7	Transport service				
8	[Example House rent, location- Dhanmondi, Dhaka]	Sq. m/month	3500	Rate per sqm	amount
9	Physical Contingencies [(Maximum 3% of the Contract Price)] ⁴	LS			PE shall fill-up this space
Total Costs:					

¹Items required for the entire Contract Period for providing the Services should be indicated by the Procuring Entity.

²Units and quantities shall be provided by the Procuring Entity.

³Unit rates or prices for each item shall be entered by the Tenderer which shall be inclusive of profit and overhead for all items of the Services described in the Activity Schedule. All kinds of applicable taxes, custom duties, fees, levies, VAT and other charges payable by the Service Provider under the Contract, or for any other cause shall also be included in the unit rates or prices and, the total Tender price submitted by the Tenderer in accordance with ITT Sub Clause 24.4.

⁴ No provision on account of physical contingency shall be kept when the scope of Service has been precisely defined.

Section 7. Performance Specifications

A. (Name of Services)

Background

Give a brief background of the services required and the place where the service is to be provided

Purpose of the Service

Here state the purpose of the service in succinct words and clear terms without ambiguity

Areas included in the Scope of Services

Insert detail description of the areas where the service is required to be provided e.g. building with area etc. as per the type of service

Detailed definition of Services

Here provide detailed description of services to be provided

Detailed Days and Times

Here provide the detail days and times when service is required to be provided.

General Specifications

Daily Activities: Mention what daily activities are required to be performed

Weekly Activities: Mention what the service provider is required to provide

Monthly Activities: Mention what the service provider is required to do

Quarterly Activities: Mention what the service provider is required to do

Every Six Months: Mention what the service provider is required to provide

Specific Activities

Here include the specific activities that are require to be performed by the service provider depending on the type of physical services)

Equipment, Consumables and other finished Goods to be delivered

The Service Provider shall make available, at its own costs (if it is not included in the Activity Schedule), all necessary equipment, machinery and materials as required to adequately perform the services including but not limited to:
(Include detailed equipment & consumables or any other ancillary facilities or other essentials that will be required for good and acceptable performance)

For finished Goods to be delivered, the following Specs to be met:

Item No.	Name of Goods/Products	Full Technical Specifications and Standards	Remarks
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>

[The Procuring Entity may set the requisite Specs for Equipment to be used while performing the Physical Services.]

Requirements for Service Provider's Staff and Labor

(Here include detailed staff and labour or manpower of specific qualification required depending on the type of services)

Individuals must be:

- Physically capable of performing the tasks;
- Of acceptable character and integrity;
- Properly uniformed with identification badges;
- Free from any disqualifying criminal or disciplinary history.

The Service Provider shall replace any personnel deemed unsuitable by the PE

B. Performance Monitoring

1. Objective:

The Representatives of the Employer and the Service Provider shall meet at the management level at least once every three months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service.

2. Progress Meetings

The Employer shall designate an officer from the Project office who is involved in one way or the other in the administration of the cleaning services at the organizational level.

Progress meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at ground level for day to day matters.

The scope of work of the designated officer shall be for:

- (a) reviewing major shortcomings that have occurred on the sites in the past months and measures taken thereon;
- (b) taking cognizance of complaints made by the Employer's representatives and action taken by the Service Provider;
- (c) attending to weaknesses in respect of facilities deployed by the Service Provider on the sites and need for improvement;
- (d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and
- (e) attending to other matters related to contractual obligations of the Service Provider.

Appropriate records of the Progress Meetings shall be kept by the officer. Performance of Service Provider will be certified by this officer which shall be the basis for quarterly payment to the Service Provider.

3. Output and Quality Standards

Services shall meet the following minimum performance requirements:

- Tasks completed within prescribed timelines.
- Physical work areas remain clean, orderly, and hazard-free.
- Response to urgent tasks within 30 minutes or as directed.
- No recurrent complaints regarding staff behaviour, performance, or negligence.

[The Procuring Entity shall set the Output and Quality Standards as per his/her Service need]

4. Key Performance Indicators (KPIs)

PE may evaluate the Service Provider based on:

1. Manpower attendance rate ($\geq 95\%$)
2. Timely completion of tasks
3. Compliance with safety and operational guidelines
4. Number of incidents, accidents, or verified complaints
5. Quality score from PE's periodic inspections

[The Procuring Entity shall set the KPIs as per his/her Service need]

5. Post Contract Evaluation Report

After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purposes.

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C—Format of CV [for Contract Supervisor and Other Management Staff]

Appendix D - Services and Facilities Provided by the Employer

Annexures: Formats

Format	Title
Format e-PPS3-A	Invitation for Tender (IFT)
Format e-PPS3-B	Joint-Venture (JV) Sample Agreement
Format e-PPS3-C	Reporting Contract Award
Format e-PPS3-D	Public Reporting on Contract Signing
Format e-PPS3-E	Completion Certificate

Format: e-PPS3-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
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 >			
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		
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) - Selling Tender Document (Principal) - Selling Tender Document (Others)	Address			
		< type in name >			
		< type in name >			
NO CONDITIONS APPLY FOR SALE, PURCHASE OR DISTRIBUTION OF TENDER DOCUMENTS					
21	- Receiving Tender Document - Opening Tender Document Place / Date / Time of Pre-Tender Meeting (Optional)	< type in name >			
		< type in name >			
		< type in name >			
		Date		Time	
		< select >	V	< select >	V
INFORMATION FOR TENDERER					
22	Brief Eligibility and Qualification of Tenderer	< type in name >			
23	Brief Description of Physical Services	< type in name >			
24	Price of Tender Document (BDT)	< type in price >			
	Lot No	Identification of Lot	Location	Tender Security Amount (BDT)	Completion Time in Weeks/Months
25	1	< type in name >	< type in name >	< type in >	< type in >
26	2	< type in name >	< type in name >	< type in >	< type in >
27	3	< type in name >	< type in name >	< type in >	< type in >
28	4	< type in name >	< type in name >	< type in >	< type in >
29	Name of Official Inviting Tender	< type in name >			
30	Designation of Official Inviting Tender	< type in name >			
31	Address of Official Inviting Tender	< type in name >			
32	Contact details of Official Inviting Tender	< Tel. No. >	< Fax No. >	< e-mail >	
33	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-PPS3-B: JOINT VENTURE (JV) SAMPLE AGREEMENT

THIS JOINT VENTURE AGREEMENT ("Agreement"), made and entered into as of this ____ day of ____, 20__,

by and between

(Lead partner of JV with address) hereinafter called as Lead Partner & First Party
and

(Other Individual Partner(s) with address) hereinafter called as other Partner & Second Party and

Title of the JV will be as (*Title of the JV*).

1. GENERAL PROVISIONS

1.01 Business Purpose.

The parties hereto agreed to form a Joint Venture (hereinafter called the "JV") by pooling their resources, expertise, technical know-how, equipment and materials to submit the following tender jointly and execution of the work in the event of being awarded the contract (hereinafter called the "Work").

1.02 Particulars of the Tender

Tender ID:

Tender Package No.:

Name of the Procuring Entity:

Description of the Tender:

1.03 Terms of the Agreement.

This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

1.04 Business Share (Note 1)

Lead Partner: -----%(in word)

Partner(s): -----%(in word)

Lead Partner (First Party) will be represented by Mr./Ms. (name, designation, firm/company name) and nominated representative or partner in charge of the JV.

Other Partner (Second Party) will be represented by Mr./Ms. (name, designation, firm/company name).

2. GENERAL DEFINITIONS

The following comprise the general definitions of terms used in this Agreement:

2.01 Partners.

A Partner of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Capital Contribution(s).

The capital contribution to the Joint Venture actually made by the parties, including property, cash and any additional capital contributions made.

2.03 Profits and Losses.

Any income or loss of the Joint Venture for business and income tax purposes determined by the fiscal year, including, without limitation, each item of Joint Venture income, gain, loss or deduction.

3. OBLIGATIONS OF THE JOINT VENTURERS

3.01 Each partner of the Joint Venture shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms

3.02 However, ...(**Name of Leading Partner**), Lead Partner and the First Party shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the Tendering process and, in the event the JV is awarded the Contract, shall be responsible for the execution and administration of the Contract and management at Site with the satisfaction of the employer including the receipt of payments for and on behalf of the JV

4. FINANCIAL ASPECTS

4.01 Each partner of the JV shall bear the cost and expenses for the Contract in the proportionate ratio of business share mentioned above or as otherwise agreed to by them.

4.02 A Joint Venture account in the title of the Joint Venture shall be opened in a locally registered scheduled bank acceptable to both the parties and also to the employer.

4.03 All activities of JV related to the operation of Bank Account, signing bills and cheques and to conduct all financial transactions will be done by (name & designation, firm/company name), the First party and Lead Partner as per mutual agreement on behalf of the JV.

4.04 Commencing on the date hereof and ending on the termination of the business of the Joint Venture, all profits, losses and other allocations to the Joint Venture shall be allocated in the proportionate ratio of business share mentioned above.

5. SETTLEMENT OF DISPUTES

Any/all disputes arising of this Agreement shall be amicably and promptly settled upon consultation between the parties but, in case of failure, those disputes shall be settled in accordance with the prevailing law of Bangladesh.

6. INDEMNIFICATION OF THE JOINT VENTURERS

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct.

The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection wi

h the Joint Venture.

7. TERMINATION OF JOINT VENTURE

The Joint Venture shall be dissolved upon the happening of any of the following events:

- a. In case of the Contract for the Tender is not awarded to JV.
- b. In case the Employer rejects the Tender.
- c. The Contract is completed to the satisfaction of the Employer and settlement of including but not limited to any/all duties, liabilities and responsibilities under or in connection with the contract is completely done.
- d. In case Joint Venture fails to submit its tender until its deadline.
- e. The adjudication of bankruptcy, filing of a petition pursuant to a chapter of the relevant bankruptcy legislation, withdrawal, removal or insolvency of either of the parties.
- f. The sale or other disposition, not including an exchange of all, or substantially all, of the Joint Venture assets.

8. CONFIDENTIALITY

None of the partner of the JV is allowed to disclose this agreement to any other third party for the interest of the JV if in contrary to the law of Bangladesh.

9. AMENDMENT

This agreement may at any time be amended by mutual agreement in writing between the parties hereto subject to the approval of the Employer.

10. MISCELLANEOUS PROVISIONS

10.01 Books and Records.

The Joint Venture shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture.

10.02 Validity.

In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

10.03 Integrated Agreement.

This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

10.04 Headings.

The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

10.05 Notices.

Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

10.06 Applicable Law and Venue.

This Agreement shall be construed and enforced under the laws of Bangladesh.

10.07 Other Instruments.

The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

1. Name, signature and seal of the Lead Partner

2. Names, signatures and seals of the other Partner(s)

Signed, sealed and delivered in the presence of:

Witnesses: 1.

2.

Format: e-PPS3-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/Consultants
21	Date of Notification of Award
INFORMATION ON AWARD	
22	Accepted Tender/Proposal Price
23	Name of the Successful Tenderer/Consultant
24	Tenderer ID of the Successful Tenderer/Consultant (If any)
PROCURING ENTITY DETAILS	
25	Name of Authorized Officer
26	Designation of Authorized Officer

Format: e-PPS3-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 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/Contractor/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/Works/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-PPS3-E: Completion Certificate

LOGO

[Insert Full Contact Details of Issuing Authority]

COMPLETION 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 Services	:	
03	Contract No	:	
04	Service Provider's Legal Title	:	
05	Service Provider's Contact Details	:	
06	Service Provider'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 Implementation 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	Special Note (<i>if any</i>)	:	

Certified that the Services 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 Physical Services Completed

Service Provider: [insert legal title]		
No	Major Components of Works	Total Price (in Contract Currency)

Joint Venture

[delete, if not appropriate]

Leading Partner: [insert legal title and Business share (%)]		
No	Components/Activities [reference drawn to JV Partner Information]	Price (in Contract Currency)

Co-partner: [insert legal title and Business share (%)]		
No	Components/Activities [reference drawn to JV Partner Information]	Price (in Contract Currency)

Co-partner: [insert legal title and Business share (%)]		
No	Components/Activities [reference drawn to JV Partner Information]	Price (in Contract Currency)

Note: Figures shown must correspond to Total Value

Sub-Contractor

[delete, if not appropriate]

Named Sub-contractor: [insert legal title] [delete, if not appropriate]		
No	Components/Activities [reference drawn to Sub-contractor Information]	Price (in Contract Currency)
Nominated Sub-contractor: [insert legal title] [delete, if not appropriate]		
No	Components/Activities [reference drawn to PCC of Contract Document]	Price (in Contract Currency)

Name and Signature of the Issuing Authority with Designation