

Government of the People's Republic of Bangladesh
Office of the Project Director
Livestock and Dairy Development Project (LDDP)
Department of Livestock Services
Krishi Khamar Sarak, Farmgate, Dhaka-1215

Memo No.: 33.01.0000.828.07.129.20.1084

Date: 25-07-2022

**Letter of Acceptance
(Notification of Award)**

To,

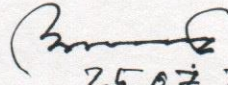
Bangladesh Science House
H # 27, Amtoli (Airport Road),
Mohakhali, Dhaka-1212, Bangladesh.
Telephone/Fax numbers: 88-02-9883152, 8957847
Email Address: bdschouse@gmail.com, abdul_awal62@yahoo.com, era@bijoy.net.

Subject: Notification of Award for the Contract No.: LDDP/G-39, Lot-1, entitled
"Procurement of Laboratory Equipment for Improvement of Existing Laboratory of
Department of Livestock Services (DLS)"

This is to notify you that your Bid dated January 5, 2022 for execution of the Contract No.: LDDP/G-39, Lot-1, entitled "Procurement of Laboratory Equipment for Improvement of Existing Laboratory of Department of Livestock Services (DLS)" for the Accepted Contract Amount of USD 864,562.00 plus BDT 996,400.00 plus BDT 3,900,000.00 (In words: eight hundred sixty four thousand five hundred sixty two US Dollar plus nine hundred ninety six thousand four hundred Bangladesh Taka plus three million nine hundred thousand Bangladesh Taka), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security of an amount USD 86,456.20 plus BDT 489,640.00 (In words: eighty six thousand four hundred fifty six point two zero US Dollar plus four hundred eighty nine thousand six hundred forty Bangladesh Taka) within July 30, 2022 (which is the deadline of the bid validity) in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____


25.07.2022

Name and Title of Signatory: Md. Abdur Rahim (Joint Secretary)
Project Director

Name of Agency: Livestock and Dairy Development Project (LDDP)
Department of Livestock Services

Attachment: Contract Agreement

Contract Agreement

(Contract No.: LDDP/G-39, Lot-1)

THIS AGREEMENT made

The day of, 2022.

BETWEEN

- (1) Department of Livestock Services, Ministry of Fisheries and Livestock, represented by Project Director, Livestock and Dairy Development Project (LDDP), having its principal place of business at Building No.: 2, Level-7, Department of Livestock Services, Krishi Khamar Sarak, Farmgate, Dhaka-1215, Bangladesh. (hereinafter called "the Purchaser"), of the one part, and
- (2) Bangladesh Science House, a company incorporated under the laws of Bangladesh and having its principal place of business at H # 27, Amtoli (Airport Road), Mohakhali, Dhaka-1212, Bangladesh (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., Contract No.: LDDP/G-39, Lot-1, entitled "Procurement of Laboratory Equipment for Improvement of Existing Laboratory of Department of Livestock Services (DLS)" and has accepted a Bid by the Supplier for the supply of those Goods and Services with contract amount of USD 864,562.00 plus BDT 996,400.00 plus BDT 3,900,000.00 (In words: eight hundred sixty four thousand five hundred sixty two US Dollar plus nine hundred ninety six thousand four hundred Bangladesh Taka plus three million nine hundred thousand Bangladesh Taka). The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. none
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.



4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year indicated above.

For and on behalf of the Supplier

Signature:

(.....)
.....
Bangladesh Science House
H # 27, Amtoli (Airport Road),
Mohakhali, Dhaka-1212, Bangladesh.

For and on behalf of the Purchaser

Signature:

(Md. Abdur Rahim)
Project Director (Joint Secretary)
Livestock and Dairy Development Project
Department of Livestock Services
Ministry of Fisheries and Livestock.

Witness:

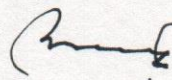
Signature:

(.....)
.....
Bangladesh Science House
H # 27, Amtoli (Airport Road),
Mohakhali, Dhaka-1212, Bangladesh.

Witness:

Signature:

(Dr. A B M Mustanur Rahman)
Deputy Project Director
Livestock and Dairy Development Project
Department of Livestock Services.



Performance Security

(Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...., and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

