GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

Standard Tender Document (National)

For
Procurement of Physical Services

(for Hiring Service Personnel through Outsourcing Policy)

[Open/Limited Tendering Method]

Bangladesh Public Procurement Authority (BPPA)

Implementation Monitoring and Evaluation Division

Ministry of Planning

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Guidance Notes on the Use of
The Standard Tender Document (e-PPS2)

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-PPS2)), 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-PPS2) 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-PPS2) 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.

The physical services, may include the Services based on Information and Communication Technology, Janitor, Catering, Transport, Cleaning, Security, Survey/Investigation/Data Collection, Courier, Testing, Facilitating event management (Workshop/Seminar/Symposium/Congregation etc.), Training, Travel, Insurance, Washing and Laundry, Tailoring and similar other stand-alone services, pre- shipment inspection, C&F services, Hiring of manpower, geological survey or exploratory drilling, operations & maintenance of building, equipment & hiring of office/accommodation/ space etc.

STD (e-PPS2) 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-PPS2) 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-PPS2) 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-PPS2-1 to e-PPS2-9 as follows:

e-PPS2-1 - e-Tender Submission Letter

e-PPS2-2 -Tenderer Information Form

e-PPS2-3 - Personnel Information Form

e-PPS2-4 - Bank Guarantee for Tender Security

e-PPS2-5 - Letter of Commitment for Bank's undertaking for Line of Credit

e-PPS2-6 - Notification of Award (NOA)

e-PPS2-7 - Contract Agreement

e-PPS2-8 - Bank Guarantee for Performance Security

e-PPS2-9 - Bank Guarantee for Advance Payment

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

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 Works 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 state or Organisation in accordance with the applicable Financing / Credit / Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.
4. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices	4.1	The Government 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 Bangladesh
	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;
	5.12	A Tenderer shall provide its/their Beneficial Ownership related information, as the specified in **Form e-PPS2-2**, 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. Site Visit	6.1	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. e-Tender Document (e-TD)

7. Tender Document: General	7.1	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
	7.2	Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in addendum to Tender, if any.
8. Clarification of e-Tender Document	8.1	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 Invitation for Tenders (IFT).
	8.2	The Procuring Entity is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause 8.1.
	8.3	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.
	8.4	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. Pre-Tender Meeting	9.1	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.
	9.2	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.
	9.3	Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded within five (5) working days. Any amendment to the e-Tender Document listed in **ITT Sub Clause 7.1** that may

		become 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 10 and not through the minutes of the pre-Tender meeting.
	9.4	Non-participation at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.
10. Addendum to e-Tender Document	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 35.2.
	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 11 to 17 inclusive.
12. Experience Criteria	12.1	Tenderers shall have the following minimum level of construction experience to qualify for the performance of the Works under the Contract: (a) a minimum number of years of general experience in contracting industries in public sector as specified in the **TDS**; and (b) 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: a. the average annual turnover as specified in the **TDS** during the period specified in the **TDS;** b. availability of minimum financial resources in any form or combination of forms of liquid assets or credit line(s) or working capital, net of other contractual commitments of the amount as specified in the **TDS**;
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	No Joint Venture (JV) shall be permissible under this Invitation for Tenders. Tenders submitted in the form of JV shall be considered non-responsive.
17. Subcontractor (s)	17.1	The successful Tenderer shall under no circumstances assign the services or any part of it to the Subcontractor(s).

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	The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper.
20. Issuance and Sale of Tender Document	20.1	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 the day before the e-Tender submission deadline.
21. Language of Tender	21.1	Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in English or *Bangla.*
	21.2	Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
22. Contents of Tender	22.1	The Tender prepared by the Tenderers shall comprise two parts (Technical and Financial) to be submitted simultaneously, in a single submission through e-GP System. One part shall be the **Technical Offer** containing the documents listed in ITT Sub Clause 22.2 and other called the **Financial Offer** in Section 6, Activity Schedule containing the documents listed in 22.3, **both parts** shall be submitted in its respective electronic form.
	22.2	The Technical Offer prepared by the Tenderers will comprise the following: (a) the e-Tender Submission Letter (**Form e-PPS2-1)**, as stated under **ITT Sub Clause 23.1**; (b) the Tenderer Information as per **form e-PPS2-2** stated under in Section 5: Tender Forms; (c) the Tender Security as stated under ITT Clauses 28, 29 and 30. (d) the Valid Trade license; (e) 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. (f) documentary evidence as stated under ITT Clause 26 establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of the physical services under the Contract; and **i.** Curriculum vitae of proposed service personnel along with academic & experience certificate as **stated in Section 6: Activity schedule.** (g) any other document as specified in the **TDS**.
	22.3	The Financial Offer prepared by the Tenderers will comprise the following: (a) the priced Activity Schedule using the form(s) furnished in **Section 6: Activity Schedule.** (b) any other document as specified in the **TDS**.
23. Tender Submission Letter and Priced Activity Schedule	23.1	Tenderers shall submit the e-Tender Submission Letter **(Form e-PPS2-1)**, which shall be completed without any alterations to its format.
	23.2	Tenderers shall submit the Financial Offer with priced Activity Schedule using the form(s) furnished in **Section 6.**
	23.3	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.
24. Tender Prices	24.1	Tender price shall be quoted by the Tenderers in the Activity schedule using the forms provided in **Section 6, Activity Schedule.**
	24.2	The Tenderer shall fill in rates or prices inclusive of profit, overhead and income Tax for the commission of the Services described in the Section 7; Specifications and listed in the **Activity Schedule**.
	24.3	All kinds of applicable taxes, fees, VAT and other charges payable by the Service Provider under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Tenders, shall be included in the unit rates or prices and, the total Tender price submitted by the Tenderer.

	24.4	The price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions.
	24.5	The remuneration of service personnel shall be fixed as consolidated payment as per government circular plus applicable Tax & VAT. Tender shall quote only the commission as stated in **Section 6: Activity schedule.**
	24.6	Tenderer's quoting rate of service commission of the Tender **less** than the specific threshold specified in **TDS & Section 6: Activity schedule** of the Tender Document as stated under ITT Sub 24.5, **shall be rejected.**
	24.7	Notwithstanding the provisions of ITT Sub-clause 24.5, the remuneration rates and other benefits payable to the service personnel shall be adjusted as per Government's Outsourcing Policy and the Contract Price shall be adjusted accordingly getting approval from the Head of Procuring Entity or an Authorized Officer assigned by him/her.
25. Tender Currency	25.1	Tenderers shall quote all prices in Bangladesh Taka (BDT) in the **Activity Schedule**.
26. Documents Establishing Eligibility and Qualification of the Tenderer	26.1	Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following: (a) complete the eligibility declarations in the e-Tender Submission Letter (**Form e-PPS2-1**); (b) complete the Tenderer Information (**Form e-PPS2-2**); (c) general experience in providing service as stated under ITT Sub Clause 12.1(a), substantiated by the year of registration/constitution/licensing; (d) specific experience in providing service personnel 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); (e) 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; (f) (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-PPS2-5** 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.; (g) Key Management personnel along with their qualification and experience proposed for the Contract as stated under ITT Clause 14.1; (h) 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; (i) authority (s) to seek references from the Tenderer's Bankers or any other sources in its letter-head pad; (j) 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.
27. Validity Period of Tender	27.1	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.
	27.2	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 40.2.
	27.3	The request and the responses shall be made through e-GP System. Validity of the Tender Security provided under ITT Clause 28.1 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.
28. Tender Security	28.1	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.

29. Form of Tender Security	29.1	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-PPS2-4**) 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 32.1 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 32.1.
30. Authenticity of Tender Security	30.1	The authenticity of the Tender Security submitted by a Tenderer may be examined and verified by the Procuring Entity at its discretion from the Bank issuing the security.
	30.2	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.
	30.3	A Tender not accompanied by a valid Tender Security will be considered non-responsive.
31. Return of Tender Security	31.1	No Tender Security shall be returned to the Tenderers before Approval of Evaluation Report.
	31.2	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 27.1.
	31.3	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.
32. Forfeiture of Tender Security	32.1	Tender Security may be forfeited, if a Tenderer: (a) fails to furnish Performance Security or tenderer's submitted Performance Security has been found unauthentic as stated under ITT Clause 61; or (b) refuses or fails to sign the Contract as stated under ITT Sub Clause 63.2. (c) involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.
	32.2	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.

33. Online Tender Preparation	33.1	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

34. e-Submission	34.1	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.
	34.2	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.
	34.3	Tender submitted online will be stored in encrypted format in the e-GP System.
	34.4	Submitted e-Tender containing files that are corrupt, infected with a virus, or otherwise unreadable for any reason shall not be considered for evaluation.

35. Deadline for Submission of Tender	35.1	e-Tenders shall be submitted through though e-GP System not later than the date and time specified in the **TDS**.
	35.2	The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under ITT Sub Clause 35.1, 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.
	35.3	e-Tenders submitted shall not be allowed to be withdrawn after the deadline for submission.
	35.4	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.
36. Late Tender	36.1	Late Submission of e-Tender shall not be allowed in e-GP System.
37. Modification, Substitution or Withdrawal of Tender	37.1	Tenderers may modify or withdraw or substitute its submitted e-Tender before the tender submission deadline.

F. Tender Opening and Evaluation

38. Tender Opening	38.1	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.
39. Evaluation of Tenders	39.1	Technical Offers shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.
	39.2	**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.
	39.3	TEC may consider a Tender Offer 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 Technical Offer opening following two steps: (a) Preliminary examination (b) Technical examination and responsiveness
	39.4	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.
40. Preliminary Examination	40.1	TEC shall examine the Technical Offers to confirm that all documentation as stated under ITT Clause 26 has been provided, to determine the completeness of each document submitted.
	40.2	TEC shall confirm that the following documents and information have been provided in the Technical Offer. If any of these documents or information is missing, the Tender shall be considered rejected. (a) (a) All Forms, as applicable, duly filled-in and electronically signed, as in Tender Forms (Section 5); (b) Valid Tender Security.
41. Technical Responsiveness and Technical Evaluation	41.1	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.

	41.2	There shall be no requirement as to the minimum number of responsive Tenders.
	41.3	TEC shall examine the adequacy and authenticity of the documentary evidence as stated under ITT Clause 26.
	41.4	TEC shall further examine the terms and conditions specified in **Section 7: Performance specifications**
	41.5	If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in ITT Sub Clause 41.3 & 41.4, it shall be considered responsive.
	41.6	TEC as a whole shall evaluate and provide marking as set forth in the **TDS** and rank the tender on the basis of technical point as stated in **TDS.** If any individual service personnel fail to score the pass mark, the respective Tenderer shall not be necessarily evaluated as non-responsive, rather the Tenderer shall replace the individual, if they are evaluated as the lowest responsive, with a competent individual during negotiation as set forth in ITT Clause 48.
	41.7	Technical points (Tp) as stated under ITT Sub Clause 41.6, not securing the precise minimum as specified in the **TDS**, shall be consider non-responsive as well.
42. Clarification on Technical Offer	42.1	TEC may ask Tenderers for clarifications of their Tenders, in order to assist the examination and evaluation of the Tenders. The request for clarification by the TEC and the response from the Tenderer shall be through e-GP System.
	42.2	Requests for clarification shall be through e-GP system and shall be sent only by the Chairperson of the TEC.
	42.3	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.
	42.4	If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender may not be considered in the evaluation.
43. Restrictions on Disclosure of Information	43.1	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.
	43.2	Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.
	43.3	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.
	43.4	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.
44 Approval of Technical Offer	44.1	TEC shall prepare the Technical Offer Evaluation Report and shall directly submit the Evaluation Report to the Head of the Procuring Entity (HOPE) or Authorized Officer for approval.

45. Financial Offer Opening	45.1	After getting approval of the Technical Evaluation Report, Financial Offer of only the Responsive Tenderers who have been determined as qualified to the requirements of the Technical Offer, shall be opened or decrypted through e-GP System for Financial evaluation.
46. Clarification on Financial Offer	46.1	TEC may ask Tenderers for clarification of their Financial Offers, about the breakdowns of unit rates, in order to facilitate the examination and evaluation of Financial Offers. The request for clarification by the TEC and the response from the Tenderer shall be made through e-GP System .
	46.2	Changes in the Tender price shall not be sought or permitted in the evaluation of the Tenders, as stated under ITT Sub Clause 47.1.
	46.3	If a Tenderer does not provide clarifications of its Financial Offer by the date and time, its Tender shall not be considered in the evaluation.
	46.4	Requests for clarifications on Financial Offers shall be duly signed only by the TEC Chairperson.
47. Correction of Arithmetical Errors	47.1	In e-GP System, there is no provision for correction of Arithmetical Errors.
48. Financial Evaluation	48.1	TEC will evaluate each Tender that has been opened duly.
	48.2	To evaluate a Tender, the TEC shall consider the Tender price in the Activity Schedule.
	48.3	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.
	48.4	The tender shall be rejected, if the tenderer quoted the price less than the threshold provided by the PE as stated in **Section 6. Activity schedule.**

49. Price Comparison	49.1	TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 48.
	49.2	In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the Procuring Entity shall be selected, whereby factors such as Service period, quality of Service provided, complaints history and performance indicators could be taken into consideration.
	49.3	The successful Tenderer as stated under ITT Sub Clauses 49.1 and 49.2 shall not be selected through lottery under any circumstances.
	49.4	In case of tie for the evaluated price, the tender shall be selected based on the highest technical point scorer.
	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 Personnel are available during the Service period. The TEC may ask for relevant documentary evidences regarding availability of the Service Personnel during the contract period.
	50.3	TEC may, in particular, require the invited successful Tenderer to substitute any Service Personnel, if it was found during evaluation of the Technical Proposal that he/she is not fit enough (have not scored the pass mark as stated ITT Sub Clause 41.6) for the proposed Services. The successful Tenderer shall respond accordingly to replace that individual Service personnel with a competent individual.
	50.4	TEC may review the service delivery plan, contract duration, staffing plan, etc. and make any adjustment(s) if necessary to reflect in the contract.
	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 Clause 26, clarifications in accordance with ITT Clauses 42 and 46 and the qualification criteria indicated in ITT Clauses 11,12 13, 14 and 15. 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-PPS2-6**) 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-PPS2-B** on the his/her notice board or on its own website, as well as on the BPPA website. Such information shall remain displayed on the notice board or retained on the website for at least twenty-eight (28) days.
58. Contractual Security and Performance Security	58.1	In this type of contract there shall be no provisions of money retained from the Service Provider's payable amount; hence, the Contractual Security shall be considered through the Performance Security amount. The Performance Security shall be provided by the successful Tenderer in currency at the percentage as specified 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 Contractor's failure to complete its obligations under the Contract.
59. Form and Time Limit for Furnishing of Performance Security	59.1	Performance Security, as stated under ITT Clause 56, may be in the form of a Bank Draft, or a Pay Order or an irrevocable unconditional Bank Guarantee in the format (**Form e-PPS2-8**), 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 may 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	62.1	Retention Money shall not be required for this type of contract.
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.
	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-PPS2-C** on the his/her notice board or on its own website. The Procuring Entity shall also publish, on the BPPA website or web portal, the contract-related information together with details of the beneficial ownership of the successful Tenderer. This information shall be kept posted in the notice board or websites for at least thirty (30) days.
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

Instructions for completing TDS are provided in italics in parenthesis for the relevant ITT clauses	
ITT Clause	**Amendments of, and Supplements to, Clauses in the Instructions to Tenderers**
A. General	
ITT 1.1	The Procuring Entity is *[insert name of Procuring Entity] Represented* by *[insert name of the representative].*
	The Name of the Service is: Brief Description: Tender Ref:
ITT 1.2	The Intended Completion Date of the Contract is [insert date] [*insert the same date as inserted in GCC Sub Clause 14.1 of the PCC]*
ITT 3.1	The source of public fund is *[state source, GOB or any other source of fund]*
ITT 3.3	The name of the Development Partner is *[state name of Development Partner]*
ITT 5.1	This Invitation for Tenders is open to all Tenderers. [for Open Tendering Method] Or, This Invitation for Tenders is open only to the enlisted Tenderers. [for Limited Tendering Method] *[delete as appropriate]*
ITT 5.10	Tenderers shall have the following up to date valid License [*state License from Department of Inspection for Factories and Establishments (DIFE) or any other licenses as may be required for any particular procurement other.]* *[state "none" if not applicable)*

C. Qualification Criteria	
ITT 12.1(a)	The minimum number of years of general experience of the Tenderer in contracting industries in public sector shall be [*state number*] years. [*a minimum of three (3) years would be deemed reasonable; years counting backward from the date of publication of IFT in the newspaper*]
ITT 12.1(b)	The minimum specific experience as Service Provider in providing service personnel of at least ONE contract (to comply with this requirement service contracts cited should be at least 70 percent complete) of similar nature and complexity completed over a period of [*insert number*] years with a value of at least of Tk [*insert amount]* 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] *[The timeline of previous experience could be the last three (3) years or 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]* *[the minimum value of the similar Service under a single or multiple number of contract(s) is recommended to be between 50 and 75 percent of the estimated cost of the proposed service]*
ITT 13.1(a)	The required average annual turnover of the Tenderer shall be at least of the amount of Tk*[insert amount]* over the last three financial years. *[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 0.2 to 0.4, the larger the Contract size the lesser the multiplier should be.* ***[Example:*** *Estimated Contract Value:* *Tk 5 crore* *Contract period:* *24 months* *Estimated Annual Cash Flow:* *Tk 2.5 crore* *Required average annual turn over:* *Tk 0.75 crore, using a multiplier of 0.3]*
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 Tk *[state amount]* *[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]* ***Example:*** *Contract Value:* *Tk 5 Crore* *Contract period:* *24 months* *Assuming service time:* *1 months* *Invoice period:* *0.25 month* *Certification Time:* *0.25 month* *Contingency Time:* *0.5 month* *Therefore, the minimum required liquid asset will be little more than Tk 0.416 Crore say Tk. 40 Lacs, i.e. 2 months cash flow based on the above assumptions.]*

<table>
<tr><td>ITT 14.1</td><td>A Contract Supervisor shall have the following qualifications and experience:
<table>
<tr><th>Qualifications</th><th>Total Works Experience (years)</th><th>In Similar Works Experience(years)</th></tr>
<tr><td>Minimum --------</td><td>PE to decide</td><td>PE to decide</td></tr>
</table></td></tr>
<tr><td>ITT 14.1</td><td>The Tenderer shall own or have proven access to hire or lease of the major Service equipment, in full working order as follows as stated in Section 6 & 7

[If not applicable, please mention 'Not applicable']</td></tr>
<tr><td>ITT 15.1</td><td>Tenderers shall own or have proven access to hire or lease of the equipment, in full working order as follows:
<table>
<tr><th>No</th><th>Equipment Type and Characteristics</th><th>Minimum Number Required</th><th>Source of Availability (owned/hired/leased)</th></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table></td></tr>
<tr><td colspan="2">D. Tender Preparation</td></tr>
<tr><td>ITT 22.2(e)</td><td>Income Tax Assessment Year shall be [insert assessment year];
[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]</td></tr>
<tr><td>ITT 22.2(g)</td><td>The Tenderer shall submit with its Tender the following additional documents:
Performance Statement of the capital equipment in Bangladesh may be necessary and may be requested. if no other documents are required then specify "none"]</td></tr>
<tr><td>ITT 22.3(b)</td><td>The Tenderer shall submit with its Tender the following additional documents:
Performance Statement of the capital equipment in Bangladesh may be necessary and may be requested. if no other documents are required then specify "none"]</td></tr>
<tr><td>ITT 24.6</td><td>Threshold limit of service commission not less than [insert percentage]
[A tenderer quoting less than the rate of abovementioned commission shall be declared non-responsive]
[PE shall determine the minimum percentage of service commission as case by case basis which shall not be less than 5% (five percent) on the aggregate amount of the consolidated pay against the service (see Section 6). PE, while preparing the official cost estimate as per Rule 25(9) of the PPR 2025, shall consider the anticipated overhead costs of the service to be rendered so as to provide a reasonable profit on account of the service.]</td></tr>
<tr><td>ITT 26.1(j)</td><td>The required reports on the financial standing, such as profit and loss statements and audited balance sheet shall be for the past one year.</td></tr>
<tr><td>ITT 27.1</td><td>The Tender Validity period shall be [insert number] days.
[normally sixty (60) to One Hundred Fifty (150) days deemed reasonable depending on its complexity]</td></tr>
<tr><td>ITT 28.1</td><td>The amount of the Tender Security shall be Tk. [insert amount]
in favour of [insert the name of the beneficiary]</td></tr>
<tr><td colspan="2">E. Tender Submission</td></tr>
</table>

<table>
<tr><td>ITT 35.1</td><td>For <u>Tender submission purposes</u> only, the Procuring Entity's address is:
Attention:
Address:
The deadline for the submission of Tenders is:

Time & Date:</td></tr>
<tr><td colspan="2">F. Tender Opening and Evaluation</td></tr>
<tr><td>ITT 41.6</td><td>(A) The point to be given as following:
<table>
<tr><td>Sl. No</td><td>Designation</td><td>Person/number</td><td>Allotted point</td></tr>
<tr><td>01</td><td>[insert the position]
[Example: Guard]</td><td>[insert the number]
Example: [5 nos]</td><td>[insert point]
Example: [25]</td></tr>
<tr><td>02</td><td>[insert the position]</td><td>[insert the number</td><td>[insert point]</td></tr>
<tr><td>03</td><td>[insert the position]</td><td>[insert the number</td><td>[insert point]</td></tr>
<tr><td>04</td><td>[insert the position]</td><td>[insert the number</td><td>[insert point]</td></tr>
<tr><td>05</td><td>[insert the position]</td><td>[insert the number</td><td>[insert point]</td></tr>
<tr><td>……</td><td>……</td><td>……..</td><td></td></tr>
<tr><td>n</td><td></td><td></td><td>Total 100 marks</td></tr>
</table>
(B) Sub-criteria: [for each individual service personnel]
<table>
<tr><td>[Educational Qualification]</td><td>[insert point]%</td></tr>
<tr><td>[Experience]</td><td>[insert point]%</td></tr>
<tr><td>[Practical test/written test]</td><td>[insert point]%</td></tr>
<tr><td>[Oral exam]</td><td>[insert point]%</td></tr>
<tr><td>[Physical]</td><td>[insert point]%</td></tr>
<tr><td>Total for each Individual</td><td>100 points</td></tr>
</table>
[PE will allocate the point on either CV or Written exam or Oral or physical or all case by case basic]</td></tr>
<tr><td>ITT 41.7</td><td>The minimum technical points (Tp) required to be a responsive tenderer shall be 70% (seventy percent) in case of (A) in the ITT Sub Clause 41.6.

The minimum score required to pass for an individual service personnel shall be 60% (sixty percent) in case of (B) in the ITT Sub Clause 41.6.</td></tr>
<tr><td>ITT 50.1</td><td>Negotiation shall take place at……..

[address of negotiation meeting to be mentioned here….]</td></tr>
</table>

G. Contract Award	
ITT 58.1	The amount of Performance Security shall be 10 (ten) percent of the Service provider's commission in the currency of Bangladesh Taka.
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(7) of the PPR 2025: 7/10/14] working days of issuance of the Notification of Award (NoA). ☐ *Within seven (7) working days, **where the estimated cost does not exceed** BDT 50 million (Taka five crore);* ☐ *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);* *Within fourteen (14) working days, **where the estimated cost exceeds** BDT 250 million (Taka twenty-five crore).]*
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). *[• Within fourteen (14) days, where the estimated cost does not exceed BDT 50 million (Taka five crore);* *• 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);* *• Within twenty-eight (28) days, where the estimated cost exceeds BDT 250 million (Taka twenty-five crore).]*
ITT 66.1	The Adjudicator proposed by the Procuring Entity is *[insert name and address]*. The hourly fee shall be Tk *[state amount]* and the reimbursable expenses shall be limited to *[state nature of reimbursable expenses, and limitations in value, if any]* The biographical data of the Adjudicator is: *[provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary]*

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 44.1; **(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 *Bangla*. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.
	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-PPS2-7**); (b) the Notification of Award (**e-PPS2-6**); (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 shall be a national of Bangladesh or a Juridical Person established within Bangladesh.
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 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 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		
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 54 to 57, 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		
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.
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		
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 Program of activities; and (c) any other action that may be specified in the **PCC**.
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 48.1 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. (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

32. Assistance and Exemptions	32.1	The Employer shall use its best efforts to ensure that he/she/they shall: (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 49 to 52, 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. Amendment to Contract	41.1	The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease 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.
G. Time Control		
44. Completion of Services	44.1	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.

45. Extension of the Intended Completion Date	45.1	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).
	45.2	If the Service Provider considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 45.1, 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.
	45.3	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.
	45.4	The Employer may extend the Intended Completion Date by thirty (30) percent of the original Contract time as stated under GCC Sub Clause 45.1, 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.
	45.5	In the case an extension of the Intended Completion Date required under GCC Sub Clause 45.3 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.
	45.6	In exceptional cases, where an extension of the Intended Completion Date required under GCC Sub Clause 45.3 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.
46. Progress Meeting	46.1	The Employer and the Service Provider shall arrange progress meetings at regular intervals to review the progress and performance of the works.
47. Identifying Poor performances or non-performances	47.1	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.
48. Correction of Poor performances or non-performances	48.1	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		
49. Termination for Default	49.1	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 47.1; 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 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 Procuring Entity to the Service Provider within forty-two (42) days of the date of the Employer certificate.
50. Termination for Insolvency	50.1	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.
51. Termination for Convenience	51.1	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.
52. Termination due to Force Majeure	52.1	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		
53. Amicable Settlement	53.1	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.
54. Adjudication	54.1	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.
	54.2	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.
	54.3	The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it.
	54.4	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.**
	54.5	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 54.2.
55. Arbitration	55.1	If the parties are unable to reach a settlement as per GCC Clause 54 within twenty-eight (28) days from the date of decision made by the Adjudicator as per GCC Sub Clause 54.3, either party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 55.2.
	55.2	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**
GCC 1.1 (j)	The **Employer** is: [*name, address and name of authorized representative*]
GCC 1.1 (n)	The **Intended Completion Date** is [*enter date*] from the date of signing of the contract.
GCC 1.1 (v)	The **Service Provider** is [*name, address and name of authorized representative*]
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: *[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]*
GCC 12.1	The date on which this Contract shall come into force is on the date the Contract is signed by both parties *[insert date].* [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 *[insert date]* [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 *[insert number]* 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(c)	The other actions that shall require Employer's approval are: *[insert actions. If there are no other actions, then state 'none']*
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 [insert percentage] [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: *[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'].*
GCC 36.1	The particulars of the Bank Account nominated are as follows: Title of the Account : [insert title to whom the Contract awarded] Name of the Bank : [insert name with code, if any] Name of the Branch : [insert branch name with code ,if any] Account Number : [insert number] Address : [insert location with district] 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: *[insert Contract amount in BDT]*
GCC 38.1	Monthly payments shall be made in line with agreed-on outputs in accordance with the Services performed, subject to certification by the Employer, that the Services have been rendered satisfactorily.
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 *[insert percentage]* *[usually the percentage is set at the prevailing annual rate of interest for commercial borrowing established in the country]* *[Mention 'not applicable' if this clause is opted out.]*

GCC 47.1	The principle and modalities of inspection of the Services by the Employer are as follows: *[insert as appropriate]*
GCC 54.2	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 54.4	The Adjudicator will be paid at the rate of Tk (mention the amount in figures and words) per hour of work.
GCC 55.2	The place of Arbitration is: [*insert the place & may be with address]*

Section 5: Tender and Contract Forms

Form	Title
	Tender Forms
e-PPS2–1	e-Tender Submission Letter
e-PPS2 – 2	Tenderer Information
e-PPS2 – 3	Personnel Information
e-PPS2 – 4	Bank Guarantee for Tender Security (*when this option is chosen*)
e-PPS2 - 5	Bank's Letter of Commitment for Line of Credit (*when this option is chosen*)

Forms e-**PPS2 -1** to e-**PPS2 -5** comprises part of the Tender Format and should be completed as stated in ITT Clauses 22.

Form	Title
	Contract Forms
e-PPS2 – 6	Notification of Award (NoA)
e-PPS2 – 7	Contract Agreement (*includes Appendices*)
e-PPS2 – 8	Bank Guarantee for Performance Security (*when this option is chosen*)
e-PPS2-9	Contract Amendment

Forms e-**PPS2 -6** to e-**PPS2 -9** comprise part of the Contract Format as stated in GCC Clause 5.

e-Tender Submission Letter
(Form e-PPS2-1)

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

We, the undersigned, tender to execute Physical services in conformity with the Conditions of Contract and associated Contract documents and e-Tender Document.

In accordance with ITT Sub Clauses 24.6, the rate of service commission of the Tender shall be equally applicable on all the activities in the Activity Schedule.

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 submission of our e-Tender, we also confirm that:

(a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub Clause 27.1) 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 59.1) 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 Works;

(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, have not included any JV partners or any Subcontractors with us to deliver any part of the contract resulting from this Tender process in accordance with ITT Sub Clauses 16.1 and 17.1; furthermore, we have proposed only Bangladeshi nationals as the Service Personnel for this Tender in accordance with ITT Sub Clause 5.14;

(f) we, including as applicable as a sole Tenderer in accordance with ITT Sub Clause 18.1

(g) 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;

(h) 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;

(i) we confirm that we are not currently suspended or debarred in connection with ITT Clause 5.6,

(j) we are not participating as Tenderer in more than one Tender in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;

(k) 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;

(l) 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;

(m) 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.

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

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

Tenderer Information (Form e-PPS2-2)

[This Form should be completed only by the Tenderer, preferably on its Letter-Head Pad]

1.	**Eligibility Information of the Tenderer [ITT Clauses 5 & 26]**				
1.1	Nationality of individual				
1.2	Tenderer's legal title				
1.3	Tenderer's registered address				
1.4	Tenderer's legal status *[complete the relevant box]*				
	Proprietorship (Please mention name and NID of the proprietor)				
	Partnership (Please mention name and NID of the partners)				
	Limited Liability Concern (Please mention name and NID of CEO or MD and the Directors (members of Board of Directors) and/ or Shareholders (at least 10% shares) of the concern)				
	Government-owned Enterprise				
	Others [please describe, if applicable]				
1.5	Tenderer's year of registration				
1.6	Tenderer's authorised representative details				
	Name				
	National ID number, 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 24]
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 26]**				
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/Management]
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 *[tick relevant box].*	Prime Contractor	Subcontractor	Management Contractor
	Award date Completion date Total Contract Value	[insert date] [insert date] [insert amount]		
	Procuring Entity's Name Address Tel / Fax e-mail Brief justifications of the similarity	[state justification in support of its similarity compared to the proposed Services]		

2.4	Annual Turn Over of the Tenderer [ITT Sub Clause13.1(a)] *[total certified payments received for contracts in progress or completed for each year]*	
	Year	Amount in BDT

2.5	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 26.1(e)& (f).

	Contact Details [ITT Sub Clause 26.1 (i)
	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 26.1(g)]				
	Name	Position	Qualifications	Years of Experience	
				Total Works Experience	Similar Works Experience

[*Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form e-PPS2-3*)]

2.7	Equipment proposed to carry out the Contract [ITT Sub Clause 26.1(h)]		
	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]		

Personnel Information Sheet (Form e-PPS2-3)

[This Form should be completed for each person proposed by the Tenderer in Form e-PPS2-2]

A.	**Proposed Position** (tick the relevant box)	
	☐ Contract Supervisor	☐ Key Management Personnel
B.	**Personal Data**	
Name:		
Date of Birth:		
Years works experience:		
National ID Number, if any:		
Years of Employment with the Tenderer:		
Professional Qualifications:		

C.	**Present Employment** *[to be completed only if not employed by the Tenderer]*	
Name of the Employer:		
Address of the Employer:		
Present Job Title:		
Years with the present Employer:		
Tel No:		e-mail address:
Contact *[manager/personnel officer]:*		

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-PPS2-4)

[This is the format for the Tender Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Clause 28 & 29]

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 Tk *[insert amount in figures and words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

(a) failed to furnish Performance Security within the period stipulated in the NOA tenderer's submitted Performance Security has been found unauthentic; or

(b) refused to sign the Contract Agreement by the time specified in the NOA; or

(c) involves in any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind as defined in ITT Clause 4.

This guarantee will expire

(a) if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Contract Agreement signed by the Tenderer or a copy of the Performance Security issued to you in accordance with the ITT; or

(b) if the Tenderer is not the successful Tenderer, twenty eight (28) days after the expiration of the Tenderer's Tender validity period, being *[date of expiration of the Tender validity plus twenty eight (28) days].*

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

Name and Signature Name and Signature

Letter of Commitment for Bank's undertaking for Line of Credit (Form e-PPS2-5)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 26.1 (f)]

Invitation for Tender No: Date:

Tender Package No:

Lot No (*when applicable*)
To:

[*Name and address of the Procuring Entity*]

CREDIT COMMITTMENT No: [insert number]

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the execution of the Services of *[description of works]* 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-PPS2-6)

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 Tk *[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 Tk [*state amount in figures and words*], within [mention number of days as per Rule 123(7)] working days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITT Clause No 59.
ii. sign the Contract within [*mention number of days* as per Rule 123(11)] days of issuance of this letter but no later than [specify the date of the last working day of the allowed time] in accordance with ITT Clause 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-PPS2-7)

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-PPS2-8)

[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 Tk *[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

Section 6. Activity Schedule

(ITT Clause 24)

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

Sl. No	Categories and Items	Personnel Number	Unit	Quantity	Unit Rate In Fig. & Words	Amount (BDT)
1	*2*	*3*		*4*	*5*	*6*
A Remunerations and other payables for Service Personnel						
01. Driver						
a	Remuneration (gross)	*2*	*Person-month*	*(12X2=) 24*	*20212.0 Tk. (Twenty thousand two hundred and twelve) only*	485088
b	Festival Bonus	2	Person	4	20212	80848
c	Bangla New-year Bonus	2	Person	2	4042	8084
d	Overtime allowances (if applicable)			LS		500000
	Sub Total for 01. Driver:					*1074020*
Add other categories of Service Personnel (02, 03….and so on)						
					Sub Total for all categories of Service Personnel (A)=	*1074020*
B.	**Tenderer's Commission (competitive) including Income Tax Deductible at Source** *[Not less than 5% of A as per ITT 24.7]*	*[Total number of personnel]*	*Person-month*	*Total Person months*	*[for example, 7%] of A [Tenderer will quote here]*	*75180*
					Total (A+B=)	***XXXXXX***
C.	*VAT: [insert the percent]* ***of Sub-Total (A+B)***					*xxxxxxx*
	Total Cost of the Services (A+B+C)					*xxxxxxx*
D.	Provisional sums *(if any)*			`		*xxxxxxx*
E.	*Total Contract price(A+B+C+D)*					*XXXXXXXX*

Note: 1. The remuneration rates, bonus rates and overtime rates shall be mentioned as per Government's Outsourcing Policy.

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

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 and Consumables

The Service Provider shall make available, at its own cost, 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)

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)

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. 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 - Service Personnel Details

List under: ***C-1*** *Titles [and names, if already available], detailed job descriptions and minimum qualifications & experience*

Appendix D—Format of CV [as per PE desire & marking criteria]

Appendix E - Services and Facilities Provided by the Employer

Annexures: Formats

Format	Title
Format e-PPS2-A	Invitation for Tender (IFT)
Format e-PPS2-B	Reporting Contract Award
Format e-PPS2-C	Public Reporting on Contract Signing
Format e-PPS2-D	Completion Certificate

Format: e-PPS2-A: Invitation for Tenders (IFT)

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

Invitation for Tenders

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

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

	Lot No	Identification of Lot	Location	Tender Security Amount (Tk)	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-PPS2-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-PPS2-C: _Public Reporting on Contract Signing

Note: 1. For any contract above BDT 10.00 Lac, Information on Beneficial Ownership need to be provided.

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH	
1	Ministry/Division
2	Agency
3	Procuring Entity Name
4	Procuring Entity Code
5	Procuring Entity District
6	Contract Award for
7	Invitation/Proposal Ref. No
KEY INFORMATION	
8	Procurement Method (National/International)
FUNDING NEGRMATION	
9	Budget and Source of Funds
10	Development Partners (if applicable)
PARTICULAR INFORMATION	
11	Project/Program Code (if applicable)
13	Project/Program Name (if applicable)
14	Tender/Proposal Package No.
15	Tender/Proposal Package Name
16	Date of Advertisement
17	Date of Notification of Award
18	Date of Contract Signing
19	Expected Date of Contract Completion
INFORMATION ON CONTRACT AND BENEFICIAL OWNERSHIP	
20	Contract Price
21	Name of the Economic Operator (Supplier/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

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-PPS2-D: 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 (*specify*)	:	
02	Name of Services	:	
03	Contract No	:	
04	Contractor's Legal Title	:	
05	Contractor's Contact Details	:	
06	Contractor's Trade License/Enlistment/Registration Details	:	
07	Reference to NOA with Date	:	
08	Original Contract Price as in NOA	:	
09	Revised Contract Price		
10	Final Contract Price as Executed	:	
11	Original Contract Period		
	(a) Date of Commencement	:	
	(b) Date of Completion	:	
12	Actual Implementation Period		
	(a) Date of Actual Commencement	:	
	(b) Date of Actual Completion	:	
13	Days/Months Contract Period Extended	:	
14	Amount of Bonus for Early Completion	:	
15	Amount of LD for Delayed Completion	:	
16	Physical Progress in Percent (*in terms of value*)	:	
17	Financial Progress in Amount (*in terms of payment*)	:	
18	Special Note (*if any*)	:	

Certified that the Works 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