



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

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

Standard Tender Document (STD)
For Procurement of Physical Service
(other than Outsourcing Service Personnel)
under
Direct Procurement 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 e-TD [e-PPS6]

These guidance notes have been prepared by the BPPA to assist a Procuring Entity in the preparation of Tender Document, using the Standard Tender Document (STD) for the procurement of Physical Services other than outsourcing Service Personnel (hereinafter referred to as STD e-PPS6), having estimated cost of any value. The STD is prepared in consistent with the Public Procurement Act 2006 and the Public Procurement Rules, 2025 (PPR, 2025), issued to supplement the ACT.

The use of STD [e-PPS6] applies when a Purchaser/Procuring Entity (PE)/Employer wishes to select only one Tenderer (a Service Provider) for the Procurement of Physical Services other than outsourcing Service Personnel under **Direct Procurement Method (DPM)**.

The Procuring Entity addresses its specific needs through the information provided in the **Invitation Letter and Instruction to Service Provider for Direct Contracting** and the **Contract Agreement and Conditions of Contract** as well as the detailed requirements of the procurement in the **Activity Schedule**, the **Performance Specifications** and/or the **Drawings**.

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

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-PPS6], provides all the information that a Service Provider needs in order to prepare and submit a Tender. This should provide a sound basis on which a Procuring Entity can fairly, transparently and accurately carry out due assessment on the Tender submitted by the Service Provider.

The following paragraphs briefly describe the Sections of the STD [e-PPS6] and how a Procuring Entity should use these when preparing a particular TD.

Section 1. Invitation Letter and Instruction to Service Provider for Direct Contracting

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

Section 2. PE's Requirement

Procuring Entity shall supply this Section to the Tenderer (Service Provider). It provides PE's requirement related Performance Specifications of Physical services. PE shall provide the Service Provider the Performance Specifications required for Physical Services to be supplied along with any Drawings that supplement the Performance Specifications for the Physical Services to be procured.

Section 3. Service Provider's Offer

This section provides Service Provider's Submission Form, Service Provider's Offered Specifications for Physical Services, Activity Schedule.

Section 4 and 5. Contract Agreement and Conditions of Contract

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

This Section also provides related standard forms: **Notification of Award**, **Sample Letter of Invitation for Negotiations** to be used by Procuring Entities; **Bank Guarantee for Performance Security** and **Bank Guarantee for Advance Payment Security** (if applicable) to be submitted by the successful Service Provider; **Public Reporting on Contract Signing** format and **Acceptance Certificate** format.

Section 1: Invitation Letter and Instruction to Service Provider for Direct Contracting

Ref No.:

Date:

To: _____ [*insert Service Provider's name*]

Dear [*insert name of Service Provider's representative*]:

Invitation for Direct Contracting

1. The [*insert name of PE*] [*has received/ is about to receive*] a public fund for making under the contract for [*insert title of contract*].
2. The [*insert name of implementing agency*] now invites your offer for the Physical Services [*add if applicable*] described in Annex 1: PE's Requirements, attached to this invitation.

Eligible Physical Services

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

Eligible Service Provider

4. 4.1 The Service Provider and its Subcontractor Provider (s) shall have the nationality of any eligible country [*except Israel*]. A Service Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of Bangladesh.
4.2 All materials, equipment and associated Services to be supplied under the Contract shall have their origin in Eligible Countries.
4.3 For the purpose of Sub-para 4.2, origin means the place where the materials and equipment are grown, mined, cultivated, produced, manufactured, or processed; or through manufacturing, processing, or assembling, another commercially recognized new products results that differs substantially in its basic characteristics from its components or the place from which the associated services are supplied.
5. Service Providers that are state-owned enterprises or institutions in the PE's country may be eligible to be awarded a Contract(s) only if they can establish, in a manner acceptable to the PE, that they:
 - (a) are legally and financially autonomous;
 - (b) operate under commercial law; and
 - (c) are not supervision dependent agency of the PE.
6. A Service Provider shall not have a conflict of interest. Any Service Provider found to have a conflict of interest shall be disqualified. A Service Provider may be considered

to have a conflict of interest for the purpose of this direct contracting process, if the Service Provider:

- (a) would be providing Goods, works, or physical services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Invitation for Direct Contracting, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (b) has a close business or family relationship with a professional staff of the PE who:
 - (i) are directly or indirectly involved in the preparation of the Invitation for Direct Contracting or specifications and/or the evaluation of the offer, of the subject Contract; or
 - (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the PE throughout the direct contracting process and execution of the Contract.
7. A Service Provider has not been under restriction imposed by any Development Partner operating in Bangladesh on grounds related to their procurement affairs.

Performance Security

8. A Performance Security may be required. [The successful Service Provider may/may not submit a Performance Security in accordance with the Contract Conditions.]

Validity of Offer

9. Please indicate the validity of the offer.

Quoted Price

10. Prices shall be quoted in the **Activity Schedule'** form under Section **'Tender and Contract Forms'**.

Clarifications

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

Submission of Offer

12. Please submit your offer within [number of days; this may even be the same day if, given the emergency, negotiations to conclude a contract have commenced] using the form attached at Annex 2.

13. The address for submission of Offer is:

Attention: *[insert full name of person, if applicable]*

Contract negotiations and award of contract

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14. The contract will be concluded subject to the satisfactory conclusion of negotiations.
 15. Within three (3) working days of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Service Provider.
 16. Immediately, but no later than three (3) days after the signing of contract, the Procuring Entity shall publish the contract-related information, in the format prescribed in Format on the his/her notice board or on its own website. The Procuring Entity shall also publish, on the BPPA website or web portal, the contract-related information together with details of the beneficial ownership of the successful Service Provider. This information shall be kept posted in the notice board or websites for at least thirty (30) days.

On behalf of the PE:

Signature:

Name:

Title/position:

Section-2: PE's Requirements

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 detailed description of services to be provided

Detailed Days and Times

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

General Specifications

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

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

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

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

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

Specific Activities

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

Equipment, Consumables and other finished Goods to be delivered

The Service Provider shall make available, at its own costs (if it is not in included in the Activity Schedule), all necessary equipment, machinery and materials as required to adequately perform the services including but not limited to:

(Include detailed equipment & consumables or any other ancillary facilities or other essentials that will be required for good and acceptable performance)

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

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

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

Requirements for Service Provider's Staff and Labor

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

Individuals must be:

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

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

B. Performance Monitoring

1. Objective:

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

2. Progress Meetings

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

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

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

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

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

3. Output and Quality Standards

Services shall meet the following minimum performance requirements:

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

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

4. Key Performance Indicators (KPIs)

PE may evaluate the Service Provider based on:

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

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

5. Post Contract Evaluation Report

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

Appendices

Appendix A - Description of the Services

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

Appendix B - Schedule of Payments and Reporting Requirements

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

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

Appendix D - Services and Facilities Provided by the Employer

Drawings

[OPTIONAL; use if applicable]

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

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

List of Drawings		
Drawing Number	Drawing Name	Purpose

Section 3: Service Provider's Offer

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

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) The validity of the offer has been maintained as specified in the Invitation Letter.
- (b) 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.

Activity Schedule

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

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

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

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

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

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

Section 4: Contract Agreement

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

Section 5: Conditions of Contract

Sub-Section-I: General Conditions of Contract

A. General

1. Definitions

- 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions; the following words and expressions shall have the meanings hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of Contract for the Procurement of Goods, Works and Services;
 - (b) **Appropriate Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers;
 - (c) **Completion** means the fulfilment of the Services by the Service Provider in accordance with the terms and conditions set forth in the Contract;
 - (d) **Completion Date** is the date of actual completion of the fulfilment of the Services certified by the Employer, in accordance with GCC Clause 45.1;
 - (e) **Contract Agreement** means the Agreement entered into between the Employer and the Service Provider together with the Contract Documents;
 - (f) **Contract Documents** means the documents listed in the Agreement, including any Addendum thereto, that is these General Conditions of Contract (GCC), the Particular Conditions of Contract (PCC), and the Appendices;
 - (g) **Contract Price** means the price to be paid for the performance of the Services, in accordance with GCC Clause 37.1;
 - (h) **Day** means calendar day unless otherwise specified as working days;
 - (i) **Effective Date** means the date on which this Contract comes into force pursuant to GCC Clause 12.1;
 - (j) **Employer** is the party named in the PCC who engages the Service Provider to perform the Services;
 - (k) **Force Majeure** means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered

impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder;

(l) GCC means the General Conditions of Contract;

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

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

(o) Month means calendar month;

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

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

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

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

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

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

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

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

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

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

2. Communications & Notices 2.1

Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC.

- 2.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 2.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
- 3. Governing Law**
- 3.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
- 4. Governing Language**
- 4.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English or *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:
- 4.1 the signed Contract Agreement;
- 4.2 the Notification of Award (e-PPS6-1);
- 4.3 the completed Tender and the Appendices to the Tender;
- 4.4 the Particular Conditions of Contract;
- 4.5 the General Conditions of Contract;
- 4.6 the Performance Specifications and Drawings (if any)
- 4.7 the priced Activity Schedules
- 4.8 Draft Negotiated Agreement
- 4.9 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.

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- 8. Eligibility**
- 8.1 The Service Provider and its Subcontractor Provider(s) shall have the nationality of a country other than that specified in the **PCC**
- 8.2 All materials, equipment, plant, and supplies used by the Service Provider in both permanent and temporary works and services supplied under the Contract shall have their origin in the countries except any specified in the **PCC**.
- 9. Taxes and Duties**
- 9.1 The Service Provider shall be entirely responsible for all applicable taxes, custom duties, other levies imposed or incurred inside and outside Bangladesh.
- 9.2 The Service Provider is subjected to local Taxes as per the applicable Law. Income Tax deducted at Source shall only be applicable upon the Service Provider's commission part.
- 9.3 The Service Provider and his/her deployed service personnel are subjected to VAT on amounts payable by the client as per the applicable Law which will be deducted at source.
- 10. Corrupt, Fraudulent, Collusive, Coercive or Obstructive Practices**
- 10.1 The Government requires that the Employer as well as the Tenderers and Service providers (including service personnel) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
- 10.2 For the purposes of GCC Sub Clause 10.3, the terms set forth below as follows:
- (a) **"Corrupt practice"** means offering or promising to offer, directly or indirectly, any bribe, employment, valuable item or service, or financial benefit to any officer or employee of the Employer or of any other public or private authority, with the intent to influence any act, decision, or procedure of the Employer in the course of the procurement process or contract execution, or the acceptance or solicitation of such by any officer or employee of the Employer. It shall also include any involvement of the Employer or any of its employees in corrupt, fraudulent, collusive, coercive, or obstructive practices as mentioned in this Rule;
 - (b) **"Fraudulent practice"** means any act of providing false statements, dishonestly concealing information, or omitting or misrepresenting or distorting facts by any person to influence a decision in the procurement process or contract execution;
 - (c) **"Collusive practice"** means a scheme or arrangement between two (2) or more Persons, knowingly or unknowingly involving the Employer or any of its employees, that is designed to arbitrarily reduce the number

of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying the Employer the benefits of competitive price arising from genuine and open competition;

(d) **“Coercive practice”** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.

(e) **“Obstructive practice”** means deliberately destroying, falsifying, altering, or concealing evidence related to a procurement-related investigation, or providing false statements to an investigator so as to impede the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices; or intimidating, harassing, or threatening an investigator so as to discourage the disclosure of information or prevent the investigator from carrying out their duties, or directly or indirectly obstructing any action undertaken by the Bangladesh Public Procurement Authority (BPPA) in discharging its responsibilities assigned under the Bangladesh Public Procurement Authority Act, 2023.

10.3 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind be determined by the Employer or the Development Partner, if applicable, this will be dealt in accordance with the provisions of the Section 64 of the Public Procurement Act 2006 and Rule 149 of the Public Procurement Rules, 2025.

10.4 If corrupt, fraudulent, collusive, coercive or obstructive practices of any kind is determined by the Employer against the Service provider in executing, a contract under public fund:

(a) Employer shall take initiative to terminate the contract without any prejudice to any other concerns;

(b) Employer shall reject any recommendation for award that had been proposed for that concerned Tenderer;

(c) Employer shall declare, at its discretion, the concerned Tenderer to be ineligible to participate (debarment) in any Public Procurement proceedings for a specific period of time;

(d) Employer shall suspend the concerned Tenderer from participating in any other procurement proceedings within the PE organization for the period of finalizing the debarment process;

- 10.5 The Service Provider shall be aware of the provisions on corrupt, fraudulent, collusive, coercive and obstructive practices of the Public Procurement Act, 2006 and the Public Procurement Rules, 2025.
- 10.6 In further pursuance of this policy, Tenderers, service providers, service personnel shall permit the Government, the BPPA to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by the Government or monitored by the BPPA during the procurement and contract performance.

B. Commencement, Completion and Modification

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

C. Service Provider's Personnel

- 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** 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

Commissions Discounts etc.	obligations hereunder, and the Service Provider shall use their best efforts to ensure that any Personnel similarly shall not receive any such additional remuneration.
23. Service Provider and Affiliates not to Engage in Certain Activities	23.1 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the services or continuation thereof for any project resulting from or closely related to this service.
24. Prohibition of Conflicting Activities	24.1 The Service Provider, during the term of this Contract, shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.
25. Confidentiality	25.1 The Service Provider and the Personnel shall not at any time disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
26. Indemnification	26.1 The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's management personnel and other employees, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and workmen's compensation and liability arising out of any copyrighted material or other intellectual property by the Service Provider, its management personnel and other employees.
	26.2 The obligations as stated under GCC Sub Clause 26.1 shall not lapse upon conclusion or termination of this Contract provided that the Service provider is notified of such actions, claims, losses or damages not later than the number of months as specified in the PCC.
27. Accounting, Inspection and Auditing	27.1 The Service Provider shall (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly

identify all relevant changes in time and costs, and the bases thereof; and

- (b) periodically permit the Employer or its designated representative up to five (5) years from the conclusion or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Employer, if so required by the Employer.

28. Service Provider's Actions Requiring Employer's Prior Approval

- 28.1 The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:
- (a) any change or addition to the Personnel listed in **Appendix C** to the Contract;
 - (b) any change in the Activity Schedule
 - (c) any services contrary to the Section Service Specification and
 - (d) 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 49.1 and, as specified in the **PCC**.

31. Performance Security

- 31.1 The Employer shall notify the Service Provider of any request made to the Bank issuing the Performance Security against any claim against the Service Provider.
- 31.2 The Employer may claim against the security if any of the following events occurs for fourteen (14) days or more.
- (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 | <p>32.1 The Employer shall use its best efforts to ensure that he/she/they shall:</p> <ul style="list-style-type: none"> (a) provide the Service Provider and Personnel with documents as shall be necessary to enable the Service Provider or Personnel to perform the Services; (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services; (c) assist the Service Provider in obtaining necessary licenses and permits needed to carry out the Services; and (d) provide to the Service Provider and Personnel any such other assistance as may be specified in the PCC. |
| 33. Change in the Applicable Law Related to Taxes | <p>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.</p> |
| 34. Services and Facilities | <p>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.</p> |

F. Payments to the Service Provider

- | | |
|-----------------------------|---|
| 35. Payment | <p>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.</p> |
| 36. Payment: General | <p>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.</p> <p>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.</p> |

37. Contract Price	37.1 The Contract Price is set forth in the PCC .
38. Terms and Conditions of Payment	<p>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.</p> <p>38.2 In the event of termination of this Contract pursuant to GCC Clauses to 50 to 53, the Employer shall make the payments to the Service Provider for Services satisfactorily performed prior to the effective date of termination.</p> <p>38.3 The Procuring Entity may make advance payment, if so specified in the PCC, to the Service Provider in the amounts and by the dates specified in the PCC against an irrevocable unconditional Bank Guarantee issued by any scheduled Bank of Bangladesh in the format as specified (Form e-PPS6-3), without alteration, and acceptable to the Procuring Entity of an amount equal to the advance payment. The Guarantee shall remain effective until the advance payment has been amortized, but the amount of the Guarantee shall be progressively reduced by the amounts amortized by the Service Provider. Interest will not be charged on the advance payment.</p>
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	<p>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.</p> <p>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.</p>
42. Final Payment	42.1 The final payment under this Contract shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Service Provider and approved as satisfactory by the Employer.
43. Suspension of Payments	43.1 The Employer may, by written notice of suspension to the Service Provider, suspend all or part of the payments to the Service Provider hereunder if the Service Provider fails to perform any

of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure, and
- (b) shall request the Service Provider to remedy such failure within a period not exceeding fourteen (14) days after receipt by the Service Provider of such notice of suspension.

44. Release of Contractual Security

- 44.1 Upon the due and proper performance of all obligations by the Service Provider under this Contract, and upon the Employer's issuance of a written confirmation of satisfactory completion of the Services, the Contractual Securities (both of Performance Security furnished by the Service Provider and Money Retained, if any) shall become eligible for release.
- 44.2 The Employer shall not be obliged to return the Contractual Security unless and until it is satisfied that:
- (a) all Services as detailed in agreed specifications have been duly performed and all deliverables have been accepted without outstanding deficiencies;
 - (b) the Service Provider has discharged all financial, administrative, and legal obligations arising under the Contract;
 - (c) no claim, dispute, penalty, or demand for liquidated damages is pending or reasonably anticipated in connection with the Contract; and
 - (d) all properties, documents, data, equipment, and materials supplied by the Client have been duly returned or accounted for.
- 44.3 In the event that any claim, dispute, or liability—whether actual, contingent, or anticipated—arises prior to the release of the Contractual Securities, the Client may, at its sole discretion, retain the whole or any portion of the said security until such matter is finally resolved or settled to the satisfaction of the Client.
- 44.4 Subject to fulfillment of the above conditions, the Client shall process and return the Contractual Security to the Service Provider within **seven (7) days** from the date of issuance of the completion certificate or final acceptance of the Services, whichever is later but no later than the Security's validity date

G. Time Control

45. Completion of Services

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

- 46. Extension of the Intended Completion Date**
- 46.1 In the event the Service Provider is unable to complete the assignment by the Intended Completion Date it may request the Employer to extend the Intended Completion Date giving reasons. The Employer shall extend the Intended Completion Date in the circumstances of Force Majeure defined under GCC Sub Clause 1.1 (k).
- 46.2 If the Service Provider considers itself to be entitled to an extension of the execution period as stated under GCC Sub Clause 46.1, the Service Provider shall give notice, not later than fourteen (14) days after the Service Provider became aware or should have become aware of the event or circumstance, to the Employer. But, in exceptional cases, the request for extension can be submitted minimum twenty-one (21) days prior to the expiry of the intended completion date.
- 46.3 The Employer shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Service Provider asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.
- 46.4 The Employer may extend the Intended Completion Date by thirty (30) percent of the original Contract time as stated under GCC Sub Clause 46.1, if a Compensation Event occurs or Variation Order issued. which does not make it possible to complete the execution of works without incurring additional cost.
- 46.5 In the case an extension of the Intended Completion Date required under GCC Sub Clause 46.3 is or will be more than thirty (30) percent but not beyond one hundred (100) percent of the original Contract time, approval of the Head of the Employer or an officer authorized by him or her for the same shall be required.
- 46.6 In exceptional cases, where an extension of the Intended Completion Date required under GCC Sub Clause 46.3 is or will be more than one hundred (100) percent of the original Contract time, approval of the Secretary of the concerned ministry or division for the same shall be required.
- 47. Progress Meeting**
- 47.1 The Employer and the Service Provider shall arrange progress meetings at regular intervals to review the progress and performance of the works.
- 48. Identifying Poor performances or non-performances**
- 48.1 The principle and modalities of inspection of the Services by the Employer shall be as indicated in the PCC. The Employer shall check the Service Personnel's performance and notify him or her of any poor performances or non-performances that are found. Such checking shall not affect the Service Provider's responsibilities.
- 49. Correction of Poor performances or non-performances**
- 49.1 If the Service Provider has not corrected any such poor performances or non-performances within the time specified in the Employer's notice, the Employer will assess the cost of such events, the Service Provider will pay this amount, and a Penalty for Poor or Non-performance calculated as described in GCC Sub Clause 30.1.

H. Termination

- 50. Termination for Default**
- 50.1 The Employer or the Service Provider, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party. Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- i. the Service Provider stops delivery of services for fourteen (14) days when no stoppage of services is shown on the current Programme or the Service Provider stops works repeatedly without any valid ground and the stoppage has not been authorized by the Employer;
 - ii. the Service Provider fails to commence the work within the Start date;
 - iii. the Service Provider does not maintain a Security, which is required;
 - iv. the Service Provider fails to comply with instructions of the Notice to Correct as specified in GCC Sub Clause 48.1;
 - v. the Employer instructs the Service Provider to stop Services, and the instruction is not withdrawn within forty-two (42) days;
 - vi. the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent or collusive or coercive or obstructive practices as defined in GCC Clause 10, in competing for or in executing the Contract.
 - vii. A payment certified by the Employer is not paid by the Employer to the Service Provider within forty-two (42) days of the date of the Employer certificate.
- 51. Termination for Insolvency**
- 51.1 The Employer and the Service Provider may at any time terminate the Contract by giving notice to the other party if:
- (a) the Employer becomes bankrupt or otherwise insolvent;
 - (b) the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or
 - (c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

- 52. Termination for Convenience** 52.1 The Employer, by notice sent to the Service Provider, may in its sole discretion and for any reason whatsoever, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- 53. Termination due to Force Majeure** 53.1 The Employer and the Service Provider may at any time terminate the Contract by giving notice to the other party if, as the result of **Force Majeure**, the Service Provider is unable to perform a material portion of the Services for a period of not less than forty-two (42) days.

I. Settlement of Disputes

- 54. Amicable Settlement** 54.1 The Employer and the Service Provider shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 55. Adjudication** 55.1 If the Service Provider believes that a decision taken by the Employer was either outside the authority given to the Employer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within fourteen (14) days of notification of the Employer's decision in writing.
- 55.2 The Adjudicator named in the **PCC** is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the **PCC** shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party.
- 55.3 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it.
- 55.4 The Service Provider shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the Employer shall reimburse half of these fees through the regular progress payments. Fees of the Adjudicator shall be as described in **PCC**.
- 55.5 Should If the Adjudicator resign or die, or should if the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, the Adjudicator shall be designated by the Appointing Authority within fourteen (14) days of receipt of a request from either party as stated under GCC Sub Clause 55.2.

56. Arbitration

- 56.1 If the parties are unable to reach a settlement as per GCC Clause 55 within twenty-eight (28) days from the date of decision made by the Adjudicator as per GCC Sub Clause 55.3, either party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 56.2.
- 56.2 The arbitration shall be conducted in accordance with the Arbitration Act (**Act No 1 of 2001**) of Bangladesh as at present in force and in the place shown in the **PCC**.

Sub-Section II. Particular Conditions of Contract (PCC)

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

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

GCC 37.1	The Contract ceiling amount is: <i>[insert Contract amount in BDT]</i>
GCC 38.1	<p>Payments shall be made in line with performed services or agreed-on outputs in accordance with the Services performed, subject to certification by the Employer, that the Services have been rendered satisfactorily.</p> <p><i>[Both Entities may agree on payments on time-based manner or milestone-based payment as being detailed here]</i></p>
GCC 38.3	<p>The Advance Payment, to be paid to the Service Provider, shall be BDT <i>[insert amount]</i>.</p> <p><i>[If any advance payment is not to be made, please state "Not Applicable". An advance payment, if admissible, shall be made for mobilisation, considering the nature of the Physical Services. The recommended maximum advance payment is ten (10) percent of the original Contract Price against an irrevocable unconditional Bank Guarantee (Form PW3-11)]</i></p>
GCC 40.1	<p>The Service Provider shall be entitled to receive interests or financing charges for delayed payment during the period of delay at the rate of <i>[insert percentage]</i></p> <p><i>[usually the percentage is set at the prevailing annual rate of interest for commercial borrowing established in the country]</i></p> <p><i>[Mention 'not applicable' if this clause is opted out.]</i></p>
GCC 48.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p><i>[insert as appropriate]</i></p>
GCC 55.2	<p>The Adjudicator jointly appointed by the parties is:</p> <p>Name: Phone no:</p> <hr/> <p>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.</p>
GCC 55.4	The Adjudicator will be paid at the rate of Tk (mention the amount in figures and words) per hour of work.
GCC 56.2	The place of Arbitration is: <i>[insert the place & may be with address]</i>

Notification of Award (Form e-PPS6-1)

Contract No:

Date:

To:

[Name of the Service Provider]

This is to notify you that your Tender dated *[insert date]* for the performance of Services for *[name of project/Contract]* for the Contract price of BDT *[insert amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers, has been approved by the competent authority.

You are thus requested to take following actions:

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

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:

Bank Guarantee for Performance Security (Form e-PPS6-2)

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

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No:

We have been informed that *[insert name of the Service Provider]* (hereinafter called “the Service Provider”) has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called “the Contract”), the performance of Service *[description of Services]* under the Contract.

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

At the request of the Service Provider, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of BDT *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Service Provider is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*; consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Name and Signature

Name and Signature

Bank Guarantee for Advance Payment (Form e-PPS6-3)

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

Contract No:

Date:

To:

[Name and address of Procuring Entity]

ADVANCE PAYMENT GUARANTEE No: [insert number]

We have been informed that *[name of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the Physical Service of *[description of Physical services]* under the Contract.

Furthermore, we understand that, Advance Payment(s) on Contracts must be supported by an irrevocable unconditional Bank Guarantee.

At the request of the Service Provider, we *[name of bank]* hereby irrevocably unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the 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.

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Procuring Entity and the Service Provider, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

[Signatures of authorized representatives of the bank]

Signature

Seal

Sample Letter of Invitation for Negotiations (Format A)

[modify as appropriate]

[use letterhead paper of the PE]

[date]

To: *[name and address of the Service Provider]*

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Format e-PPS6-A: Public Reporting on Contract Signing

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

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

2. For the purposes of this Form, a Beneficial Owner of a Tenderer or Service Provider is any natural person who ultimately owns or controls the Tenderer or Service Provider.

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-PPS6-B: Completion Certificate

LOGO

[Insert Full Contact Details of Issuing Authority]

COMPLETION CERTIFICATE

Office Memo no: _____

Date: _____

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

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

Name and Signature of the Issuing Authority with Designation
please turn over

Details of Physical Services Completed

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

Sub-Contractor [delete, if not appropriate]

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

Name and Signature of the Issuing Authority with Designation

